

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1 of 72
2. Contract No.		3. Solicitation No. W56HZV-06-R-0079		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2006MAR10	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By TACOM WARREN AMSTA-AQ-AHLB WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL			Code W56HZV	8. Address Offer To (If Other Than Item 7)		

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed **copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in** _____ **until** _____ **(hour) local time** 2006APR12 **(Date).**

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name THOMAS MICHELIN E-mail address: THOMAS.MICHELIN@US.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (586) 574-7112
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ **calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
15B. Telephone Number (Include Area Code)	15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature
			18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item
24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	
SCD	PAS	ADP PT	
26. Name of Contracting Officer (Type or Print)		27. United States Of America _____ /SIGNED/ (Signature of Contracting Officer)	28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.201-4000 (TACOM)	TACOM-WARREN OMBUDSPERSON	JAN/2006

Information regarding the TACOM-Warren Ombudsperson is located at the website <http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Clause]

A-2	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUN/2005
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(a) All TACOM solicitations and awards are distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) Unless otherwise authorized in this solicitation, you are required to submit your offer, bid, or quote electronically. Please go to the following webpage for detailed information about submitting your offer electronically:
<http://contracting.tacom.army.mil/ebidnotice.htm>

Note Regarding Datafax:

(1) When using a datafax to transmit an offer, the datafax file cannot exceed 3.5 megabytes. Clearly state Quote, Offer, or Bid on your fax cover page or on the subject line of the e-mail. Use only one of the terms Quotation, Offer, or Bid depending on the solicitation type. Include your company name and annotate the proper internal TACOM address for proper internal routing. The Internal TACOM addresses are:

(i) RFQ: The contract specialist e-mail address. This information can be found on the front of the cover sheet or the DD Form 1155.

(ii) RFP and Sealed Bidding: The Internal TACOM Address is offers@tacom.army.mil

(2) Authentication for datafax submission is verified by the offeror returned address.

(3) Send datafax to the e-mail address mentioned above, based on the type of solicitation. For RFQs, fax to the buyers fax number as listed in the solicitation. For RFPs and Sealed Biddings, fax to the TACOM Network Fax Server at fax number 1-586-574-5527.

(4) Additional information for Datafax Offers: Submission of Quote, Bid, or Offer may be sent via fax using a personal computer or a standalone fax machine. If either of these two methods of transmission is used, it must be sent to the TACOM Network Fax Server at fax number 1-586-574-5527. If a standalone fax machine is used, the possibility exists that a confirmation of receipt will not be received.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil. If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center Website at <http://www.sellingtothegovernment.net/index.asp> to find a location near you.

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Name of Offeror or Contractor:		

[End of Provision]

A-3

52.214-4003

ALL OR NONE

MAR/1998

(TACOM)

Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

- (1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.
- (2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION ARE INELIGIBLE FOR AWARD.

[End of clause]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified				
0001AA	SERVICES LINE ITEM				\$ _____
	NOUN: TPF FOR BFVS				
	PROGRAM: TOTAL PACKAGE FIELDING FOR BFVS			Estimated Cost:	\$
	START OF WORK: DATE OF SIGNED CONTRACT			Fixed Fee:	\$
	COMPLETION DATE: ONE YEAR AFTER AWARD OF CONTRACT			CPFF:	\$
	LEVEL OF EFFORT: 26,000 HOURS				
	(End of narrative B001)				
	Inspection and Acceptance				
	INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance				
	DEL REL CD QUANTITY DAYS AFTER AWARD				
	001 0 0360				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	SECURITY CLASS: Unclassified				
0002AA	<div>SERVICES LINE ITEM</div> <div>NOUN: KNIGHT TOTAL PACKAGE FIELDING PRON: 7246F40672 PRON AMD: 01 AMS CD: 52899329099</div> <div>PROGRAM: TOTAL PACKAGE FIELDING FOR M707 KNIGHT START OF WORK: DATE OF SIGNED CONTRACT COMPLETION DATE: ONE YEAR AFTER AWARD OF CONTRACT LEVEL OF EFFORT: 4,000 HOURS (End of narrative B001)</div> <div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div> <div>Deliveries or Performance DEL REL CD QUANTITY DAYS AFTER AWARD 001 0 0360</div> <div>\$</div>				<div>\$</div> <div>Estimated Cost: \$ Fixed Fee: \$ CPFF: \$</div>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
0003	SECURITY CLASS: Unclassified										
0003AA	<div>SERVICES LINE ITEM</div> <div>NOUN: M113 TOTAL PACKAGE FIELDING</div> <div><div>PROGRAM: TOTAL PACKAGE FIELDING FOR</div><div>M113 FAMILY OF VEHICLES</div><div>START OF WORK: DATE OF SIGNED CONTRACT</div><div>COMPLETION DATE: ONE YEAR AFTER AWARD OF CONTRACT</div><div>LEVEL OF EFFORT: 6,000 HOURS</div><div>(End of narrative B001)</div></div> <div><div>Inspection and Acceptance</div><div>INSPECTION: DestinationACCEPTANCE: Destination</div></div> <div><div>Deliveries or Performance</div><table><tr><td>DEL REL CD</td><td>QUANTITY</td><td>DAYS AFTER AWARD</td></tr><tr><td>001</td><td>0</td><td>0360</td></tr></table></div>	DEL REL CD	QUANTITY	DAYS AFTER AWARD	001	0	0360			<div>Estimated Cost: \$</div> <div>Fixed Fee: \$</div> <div>CPFF: \$</div>	<div>\$</div>
DEL REL CD	QUANTITY	DAYS AFTER AWARD									
001	0	0360									

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	SECURITY CLASS: Unclassified				
0004AA	<div>SERVICES LINE ITEM</div> <div>NOUN: TPF FOR CE & MAT'L HANDLING</div> <div>PROGRAM: TOTAL PACKAGE FIELDING FOR COMBAT ENGINEERING/ MATERIAL HANDLING EQUIP. START OF WORK: DATE OF SIGNED CONTRACT COMPLETION DATE: ONE YEAR AFTER AWARD OF CONTRACT LEVEL OF EFFORT: 1,000 HOURS (End of narrative B001)</div> <div>Inspection and Acceptance INSPECTION: DestinationACCEPTANCE: Destination</div> <div>Deliveries or Performance DEL REL CDQUANTITYDAYS AFTER AWARD 00100360</div>			<div>Estimated Cost: \$ Fixed Fee: \$ CPFF: \$</div>	<div>\$</div>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	SECURITY CLASS: Unclassified				
0005AA	<div>SERVICES LINE ITEM</div> <div>NOUN: TPF SUPPORT - M88A2 HERCULES PRON: P156L0232T PRON AMD: 01 AMS CD: 31203700012</div> <div>PROGRAM: TOTAL PACKAGE FIELDING FOR M88A2 HERCULES START OF WORK: DATE OF SIGNED CONTRACT COMPLETION DATE: ONE YEAR AFTER AWARD OF CONTRACT LEVEL OF EFFORT: 1,500 HOURS (End of narrative B001)</div> <div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div> <div>Deliveries or Performance DEL REL CD QUANTITY DAYS AFTER AWARD 001 0 0360</div> <div>\$</div>			<div>Estimated Cost: \$ Fixed Fee: \$ CPFF: \$</div>	<div>\$</div>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	SECURITY CLASS: Unclassified				
0006AA	<div>SERVICES LINE ITEM</div> <div>NOUN: TPF FOR M-1 ABRAMS PRON: 475TPS2547 PRON AMD: 01 AMS CD: 31206453015</div> <div>PROGRAM: TOTAL PACKAGE FIELDING FOR M-1 ABRAMS START OF WORK: DATE OF SIGNED CONTRACT COMPLETION DATE: ONE YEAR AFTER AWARD OF CONTRACT LEVEL OF EFFORT: 17,000 HOURS (End of narrative B001)</div> <div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div> <div>Deliveries or Performance DEL REL CD QUANTITY DAYS AFTER AWARD 001 0 0360</div> <div>\$</div>				<div>\$</div> <div>Estimated Cost: \$ Fixed Fee: \$ CPFF: \$</div>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	SECURITY CLASS: Unclassified				
0007AA	<div>SERVICES LINE ITEM</div> <div>NOUN: TPF FOR CBT SYS LOG DIVISION</div> <div>PROGRAM: TOTAL PACKAGE FIELDING FOR COMBAT SYSTEMS LOGISTICS DIVISION START OF WORK: DATE OF SIGNED CONTRACT COMPLETION DATE: ONE YEAR AFTER AWARD OF CONTRACT LEVEL OF EFFORT: 0 HOURS (End of narrative B001)</div> <div>Inspection and Acceptance INSPECTION: DestinationACCEPTANCE: Destination</div> <div>Deliveries or Performance DEL REL CDQUANTITYDAYS AFTER AWARD 00100360</div>			<div>Estimated Cost: \$ Fixed Fee: \$ CPFF: \$</div>	<div>\$</div>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	SECURITY CLASS: Unclassified				
0008AA	<div>SERVICES LINE ITEM</div> <div>NOUN: TPF FOR FAASV/PALADIN</div> <div>PROGRAM: TOTAL PACKAGE FIELDING FOR FAASV AND PALADIN VEHICLE SYSTEMS START OF WORK: DATE OF SIGNED CONTRACT COMPLETION DATE: ONE YEAR AFTER AWARD OF CONTRACT LEVEL OF EFFORT: 0 HOURS (End of narrative B001)</div> <div>Inspection and Acceptance INSPECTION: DestinationACCEPTANCE: Destination</div> <div>Deliveries or Performance DEL REL CDQUANTITYDAYS AFTER AWARD 00100360</div>			<div>Estimated Cost: \$ Fixed Fee: \$ CPFF: \$</div>	<div>\$</div>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT					
0009	<u>CONTRACT DATA REQUIREMENTS LIST</u> SECURITY CLASS: Unclassified									
A001	<u>PERFORMANCE & COST REPORT (EXHIBITS A AND B)</u> SECURITY CLASS: Unclassified <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> <table><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>DAYS AFTER AWARD</u></td></tr><tr><td>001</td><td>0</td><td>0045</td></tr></table>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	0	0045		\$ ** NSP **	\$ ** NSP **
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>								
001	0	0045								

Name of Offeror or Contractor:

B-1 Program Base Hours and CLIN Structure:

Program	CLIN	Base Hours
Bradley	0001AA	26,000
M707 KNIGHT	0002AA	4,000
M113	0003AA	6,000
Combat Engineering/ Material Handling Equipment	0004AA	1,000
M88A2 HERCULES	0005AA	1,500
M-1 Abrams	0006AA	17,000
Combat Systems		
Logistics Division	0007AA	0
FAASV/Paladin	0008AA	0
Total:		55,500

B-2 Option, Bradley Fighting Vehicle System (BFVS)

B-2-1 In accordance with Clause H-23, the Government shall have the option to increase the Bradley Fighting Vehicle System (BFVS) Level of Effort Hours by a maximum of 370,000 hours. The Government may exercise this option in more than one increment. The total option hours added to the Contract by exercise of this option shall not exceed 370,000 hours. If exercised, the hours increased and unilaterally awarded on CLIN 0001 shall be on a Cost-Plus-Fixed-Fee basis in accordance with the time period outlined below for any option hours exercised, and at the corresponding hourly rates specified below and further described in Clause H-23.

Available Hours: 370,000

Time Period (Months after original Award)	Estimated Cost Per Hour	Fixed Fee Per Hour	Total Cost Fixed Fee Per Hour
Base Year 1 to 12 months after contract award	\$ _____	\$ _____	\$ _____
Year 2 13 to 24 months after contract award	\$ _____	\$ _____	\$ _____
Year 3 25 to 36 months after contract award	\$ _____	\$ _____	\$ _____
Year 4 37 to 48 months after contract award	\$ _____	\$ _____	\$ _____
Year 5 49 to 60 months after contract award	\$ _____	\$ _____	\$ _____

B-3 Option, M707 KNIGHT Vehicle System

B-3-1 In accordance with Clause H-24, the Government shall have the option to increase the M707 KNIGHT Vehicle System Level of Effort Hours by a maximum of 16,000 hours. The Government may exercise this option in more than one increment. The total option hours added to the Contract by exercise of this option shall not exceed 16,000 hours. If exercised, the hours increased and unilaterally awarded on CLIN 0002 shall be on a Cost-Plus-Fixed-Fee basis in accordance with the time period outlined below for any option hours exercised, and at the corresponding hourly rates specified below and further described in Clause H-24.

Available Hours: 16,000

Time Period (Months after original Award)	Estimated Cost Per Hour	Fixed Fee Per Hour	Total Cost Fixed Fee Per Hour
Base Year 1 to 12 months after contract award	\$ _____	\$ _____	\$ _____
Year 2 13 to 24 months after contract award	\$ _____	\$ _____	\$ _____
Year 3 25 to 36 months after contract award	\$ _____	\$ _____	\$ _____
Year 4 37 to 48 months after contract award	\$ _____	\$ _____	\$ _____
Year 5 49 to 60 months after contract award	\$ _____	\$ _____	\$ _____

B-4 Option, M113 Vehicle System

B-4-1 In accordance with Clause H-25, the Government shall have the option to increase the M113 Vehicle System Level of Effort Hours by a maximum of 32,000 hours. The Government may exercise this option in more than one increment. The total option hours added to the Contract by exercise of this option shall not exceed 32,000 hours. If exercised, the hours increased and unilaterally awarded on CLIN 0003 shall be on a Cost-Plus-Fixed-Fee basis in accordance with the time period outlined below for any option hours exercised, and at the corresponding hourly rates specified below and further described in Clause H-25.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-06-R-0079 MOD/AMD</p>	<p style="text-align: center;">Page 14 of 72</p>
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Name of Offeror or Contractor:

Available Hours: 32,000

Time Period (Months after original Award)	Estimated Cost Per Hour	Fixed Fee Per Hour	Total Cost Fixed Fee Per Hour
Base Year 1 to 12 months after contract award	\$ _____	\$ _____	\$ _____
Year 2 13 to 24 months after contract award	\$ _____	\$ _____	\$ _____
Year 3 25 to 36 months after contract award	\$ _____	\$ _____	\$ _____
Year 4 37 to 48 months after contract award	\$ _____	\$ _____	\$ _____
Year 5 49 to 60 months after contract award	\$ _____	\$ _____	\$ _____

B-5 Option, Combat Engineering/Material Handling Equipment

B-5-1 In accordance with Clause H-26, the Government shall have the option to increase the Combat Engineering/Material Handling Equipment Level of Effort Hours by a maximum of 9,000 hours. The Government may exercise this option in more than one increment. The total option hours added to the Contract by exercise of this option shall not exceed 9,000 hours. If exercised, the hours increased and unilaterally awarded on CLIN 0004 shall be on a Cost-Plus-Fixed-Fee basis in accordance with the time period outlined below for any option hours exercised, and at the corresponding hourly rates specified below and further described in Clause H-26.

Available Hours: 9,000

Time Period (Months after original Award)	Estimated Cost Per Hour	Fixed Fee Per Hour	Total Cost Fixed Fee Per Hour
Base Year 1 to 12 months after contract award	\$ _____	\$ _____	\$ _____
Year 2 13 to 24 months after contract award	\$ _____	\$ _____	\$ _____
Year 3 25 to 36 months after contract award	\$ _____	\$ _____	\$ _____
Year 4 37 to 48 months after contract award	\$ _____	\$ _____	\$ _____
Year 5 49 to 60 months after contract award	\$ _____	\$ _____	\$ _____

B-6 Option, M88A2 HERCULES Vehicle System

B-6-1 In accordance with Clause H-27, the Government shall have the option to increase the M88A2 HERCULES Vehicle System Level of Effort Hours by a maximum of 16,000 hours. The Government may exercise this option in more than one increment. The total option hours added to the Contract by exercise of this option shall not exceed 16,000 hours. If exercised, the hours increased and unilaterally awarded on CLIN 0005 shall be on a Cost-Plus-Fixed-Fee basis in accordance with the time period outlined below for any option hours exercised, and at the corresponding hourly rates specified below and further described in Clause H-27.

Available Hours: 16,000

Time Period (Months after original Award)	Estimated Cost Per Hour	Fixed Fee Per Hour	Total Cost Fixed Fee Per Hour
Base Year 1 to 12 months after contract award	\$ _____	\$ _____	\$ _____
Year 2 13 to 24 months after contract award	\$ _____	\$ _____	\$ _____
Year 3 25 to 36 months after contract award	\$ _____	\$ _____	\$ _____
Year 4 37 to 48 months after contract award	\$ _____	\$ _____	\$ _____
Year 5 49 to 60 months after contract award	\$ _____	\$ _____	\$ _____

B-7 Option, M-1 Abrams Vehicle System

B-7-1 In accordance with Clause H-28, the Government shall have the option to increase the M-1 Abrams Vehicle System Level of Effort Hours by a maximum of 70,000 hours. The Government may exercise this option in more than one increment. The total option hours added to the Contract by exercise of this option shall not exceed 70,000 hours. If exercised, the hours increased and unilaterally awarded on CLIN 0006 shall be on a Cost-Plus-Fixed-Fee basis in accordance with the time period outlined below for any option hours exercised, and at the corresponding hourly rates specified below and further described in Clause H-28.

Available Hours: 70,000

Time Period (Months after original Award)	Estimated Cost Per Hour	Fixed Fee Per Hour	Total Cost Fixed Fee Per Hour
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Name of Offeror or Contractor:

Base Year	1 to 12 months after contract award	\$ _____	\$ _____	\$ _____
Year 2	13 to 24 months after contract award	\$ _____	\$ _____	\$ _____
Year 3	25 to 36 months after contract award	\$ _____	\$ _____	\$ _____
Year 4	37 to 48 months after contract award	\$ _____	\$ _____	\$ _____
Year 5	49 to 60 months after contract award	\$ _____	\$ _____	\$ _____

B-8 Option, Combat Systems Logistics Division

B-8-1 In accordance with Clause H-29, the Government shall have the option to increase the Combat Systems Logistics Division Level of Effort Hours by a maximum of 1,000 hours. The Government may exercise this option in more than one increment. The total option hours added to the Contract by exercise of this option shall not exceed 1,000 hours. If exercised, the hours increased and unilaterally awarded on CLIN 0007 shall be on a Cost-Plus-Fixed-Fee basis in accordance with the time period outlined below for any option hours exercised, and at the corresponding hourly rates specified below and further described in Clause H-29.

Available Hours: 1,000

Time Period (Months after original Award)	Estimated Cost Per Hour	Fixed Fee Per Hour	Total Cost Fixed Fee Per Hour
Base Year	1 to 12 months after contract award	\$ _____	\$ _____
Year 2	13 to 24 months after contract award	\$ _____	\$ _____
Year 3	25 to 36 months after contract award	\$ _____	\$ _____
Year 4	37 to 48 months after contract award	\$ _____	\$ _____
Year 5	49 to 60 months after contract award	\$ _____	\$ _____

B-9 Option, FAASV/Paladin Vehicle System

B-9-1 In accordance with Clause H-30, the Government shall have the option to increase the FAASV/Paladin Vehicle System Level of Effort Hours by a maximum of 1,000 hours. The Government may exercise this option in more than one increment. The total option hours added to the Contract by exercise of this option shall not exceed 1,000 hours. If exercised, the hours increased and unilaterally awarded on CLIN 0008 shall be on a Cost-Plus-Fixed-Fee basis in accordance with the time period outlined below for any option hours exercised, and at the corresponding hourly rates specified below and further described in Clause H-30.

Available Hours: 1,000

Time Period (Months after original Award)	Estimated Cost Per Hour	Fixed Fee Per Hour	Total Cost Fixed Fee Per Hour
Base Year	1 to 12 months after contract award	\$ _____	\$ _____
Year 2	13 to 24 months after contract award	\$ _____	\$ _____
Year 3	25 to 36 months after contract award	\$ _____	\$ _____
Year 4	37 to 48 months after contract award	\$ _____	\$ _____
Year 5	49 to 60 months after contract award	\$ _____	\$ _____

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Name of Offeror or Contractor:		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.237-4000 (TACOM)	CONTRACTOR MANPOWER REPORTING (CMR)	NOV/2005

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://contractormanpower.army.pentagon.mil> . The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

[End of Clause]

C-2 TOTAL PACKAGE FIELDING (TPF) - SCOPE OF WORK (SOW)

C-2-1 Objective

The purpose of this effort is to provide a Total Package Fielding (TPF) activity to insure complete initial sustainment capability and customer satisfaction at the time of formal handoff of a weapon system. While weapon systems vastly improve the Armys fighting capability, the introduction of such sophisticated technology creates some logistics problems. One of these is how to put a fully supportable system into the hands of the using unit with minimal disruption of the units day-to-day mission. When you consider the range and quantity of logistics support required, including auxiliary vehicles, spare parts, test and support equipment, vehicles and technical manuals all of which are often stored or manufactured at widely scattered sites the difficulty of getting it to the unit at the same time as the weapon systems is obvious. Total Package Fielding has been developed by the Army to manage this fielding process. TPF minimizes the workload of the gaining unit by gathering the end item and all required support into a single package and issuing to the unit. The Combat Systems involved under this effort will be the Abrams Tank Family of Vehicles, Bradley Fighting Vehicle Systems and all derivative vehicles, the M113 Family of Vehicles, Paladin/FAASV, M707 Knight, M88A2 HERCULES and Combat Engineer/Material Handling Equipment.

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C-2-2 General

C-2-2-1 Contractor shall be fully operational within fourteen (14) days after contract award.

C-2-2-2 All work under this contract shall be performed only to the extent authorized by discrete Work Directives that have been approved by the Contracting Officer.

C-2-2-3 The Contractor shall comply with the terms of this Scope of Work (SOW) in strict accordance with applicable local policies (installation/command), Department of the Army (DA) documents and policies, Department of Defense (DOD) Regulations and all updates/changes to this SOW during the performance period. The Contractor shall immediately bring to the attention of the PCO, for final resolution, any conflict between compliance with the directives, policies, rules and regulations cited in this contract.

C-2-2-4 The Contractor shall manage and control the resources necessary to ensure timely achievement of all of the requirements of this contract in the most economical manner possible. During the period of performance of the contract, close coordination and liaison shall be maintained with the Government. The Contractor shall communicate telephonically and electronically with the Government Contracting Officers Representative, Functional Technical Representative, Program Management (PM) Logistics, Product Support Integration Directorate, Materiel Fielding Team, and depot/storage site Unit Materiel Fielding Point (UMFP), and warehouse personnel. The Contractor shall have the ability to deliver and retrieve fielding related documents to and from TACOM sites. The Contractor shall attend meetings with PM representatives.

C-2-2-5 The Contractor, as an independent Contractor, and not as an agent of the Government, for the level of effort specified for this contract shall provide all necessary personnel, facilities, materials and services to perform the specific work and services required by individual Work Directives. The Contractor shall have sole responsibility and discretion for the manner and method of performing tasks as specified in this SOW. The Contractor shall be responsible for the administration, operation and conduct of all persons they employ to provide services under this contract to include: arranging for travel, passports, installation and facility clearances. All travel requests shall be approved by the appropriate FTR.

C-2-2-6 The Government reserves the right to cause the Contractor to remove any individual from an assignment under this effort for reasons of incompetence, intoxication, controlled substance abuse, misconduct, security issues or violations of the Standards of Conduct as prescribed in AR 600-50.

C-2-2-7 The Contractor shall maintain all information, documents, associated reports and/or automated databases relative to the TPF process for the duration of the contract and make disposition per instructions of the Contracting Officer. Any databases developed shall be for government use.

C-2-3 ELECTRONIC AND AUTOMATION SUPPORT

C-2-3-1 The Contractor will use an automated TPF system and necessary telecommunications support that has the capability to allow the exchange of data between the Contractors home base service center located in close proximity to TACOM, the various Product Managers offices and fielding locations worldwide. All data will be transmitted to the appropriate user via Electronic Data Exchange (EDI)/E-mail. The system shall be able to:

- a. Access through High-Speed Internet access, the Commodity Command Standard System (CCSS) and the Logistics Information Database (LIDB).
- b. Generate and maintain DA Form 5682 Materiel Requirements Lists (MRL) with 100% accuracy. If approved by COTR and/or designated representative, another automated form containing this information may be used if it is acceptable to the gaining MACOM.
- c. Generate the appropriate transactions to keep the TPF packages in the US Army Supply System database in agreement with the MRL as changes are made to it as it goes from a draft to a final document. The Contractor shall maintain the MRLs with real time information and use The Total Army Fielding System (TAFS see <http://aeps.ria.army.mil>) (if using DA Form 5682) which is the standard system for the Army in which to track all TPFs. The Fielding Requirements (FRET) database system may also be used to requisition TPF packages and MRL transactions.
- d. Maintain an audit trail of changes made to each MRL as it goes from a draft to a final document.
- e. Generate the appropriate transactions to build TPF packages in the US Army Supply System database that match the quantities in the FINAL MRL.
- f. Generate requisitions for technical manuals and publications that can be sent to the Army Publishing Directorate. The Contractor shall requisition a starter set of electronic technical manuals and publications for each gaining unit from the Army Publishing Directorate IAW AR 700-142/DA PAM 700-142.

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C-2-3-2 The Contractor shall generate all actions required to provide Customer Documentation to the Gaining Unit. The Contractor shall complete all transactions necessary to complete the Gaining Command requirements IAW AR 700-142/DA PAM 700-142.

C-2-3-3 The Contractor shall maintain an automated serial number tracking system capable of tracing any serial number and provide the communications support necessary to accommodate requests for such information.

C-2-3-4 When requested, generate IAW AR 700-142/DA PAM 700-142 the following management reports and output products:

- Package Listings
- Package Status Report
- Package Assessment Report
- Package Movement Report
- Shortage Report
- Funding Forecast
- Discrepancy Reports
- Performance and Cost Reports

C-2-4 LOGISTICS MANAGEMENT

C-2-4-1 The Contractor shall develop and maintain a Materiel Requirements List (MRL) IAW AR 700-142/DA PAM 700-142 for each fielding that will identify each Gaining Units requirements for the following categories:

- a. End Items with or without Basic Issue Items (BII) listed.
- b. Associated Support Items of Equipment (ASIOE)
- c. Special Tools and Test Equipment (STTE) and Test Program Sets (TPS)
- d. Test Measurement and Diagnostic Equipment (TMDE)
- e. Direct Support Level and Organizational Level Initial Issue Spare/Repair Parts
- f. Technical Manuals and Publications (Starter Set)
- g. Caretaker Stocks
- h. Special Mission Kits and Outfits

C-2-4-2 Using the Mission Support Plan provided by the Gaining Command or support information obtained from other sources, the Contractor shall prepare a draft MRL for FTR review prior to sending to the GC. The Contractor will conduct an MRL Review or MRL coordination meeting with the GC using the draft MRL prior to deprocessing and handoff of vehicles. Results obtained from the MRL Review will be used to create the Final MRL IAW established timeframes.

C-2-4-3 Concurrently with the submission of the Final MRL, the contractor shall execute the requisitioning and/or ordering process for all initial issue support items IAW AR 700-142/DA PAM 700-142. The contractor will be responsible for submitting appropriate transactions to the databases and correcting all rejects.

C-2-4-4 Prior to initiating the requisitioning actions for each package from the Government supply system, the Contractor shall provide an itemized list of items and cost to the FTR and/or designated representative who will verify that funds are available to adequately support the requirements.

C-2-4-5 Once requisitions are submitted, the Contractor shall monitor and track the supply status and package fill by using LIDB information and making direct contact with item managers and depots.

C-2-4-6 The Contractor shall establish an Army Publishing Directorate (APD) publication account and a system to provide a starter set of all publications listed in the MRL at the time of hand-off to the GC. The Contractor shall provide APD an annual forecast of publication requirements. The Contractor shall also receive, maintain and issue pre-APD printed publications when not available from the standard APD system to support fielding.

C-2-4-7 The Contractor shall conduct a Joint Supportability Assessment (JSA) at least 90 days before OCONUS fielding and 60 days before CONUS fielding. During the JSA, the Contractor shall advise the gaining command of projected shortages of equipment and support items and any deficiencies which would impact the operation, maintenance or support of the system. The Contractor shall identify backordered items by document number, and provide the expected date of delivery. The Contractor shall furnish a list of unavailable items requiring out-of-Department of Army Master Priority List (DAMPL) for GC review and redistribution decisions.

C-2-4-8 The Contractor shall initiate Call Forward requests for shipment of packages and materiel from Unit Materiel Fielding Point (UMFP) to hand-off sites as required by milestones established in AR 700-142 and submit to the appropriate FTR. The Contractor shall be able to monitor the movement of this materiel through Government databases from the UMFP to the hand-off site.

C-2-4-9 The Contractor shall provide telecommunications capability at each PM fielding site/staging site designated by the FTR. This telecommunications capability is defined as all hardware and software necessary to establish the capability to communicate TPF data on a real time basis between the Contractors base computer system and the fielding site/ staging site and to produce all TPF output products

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and management reports at the site.

C-2-4-9 The Contractor shall supply the Depot Workload information as prescribed in AR 700-142 and submit to the appropriate FTR.

C-2-4-10 The Contractor shall request shipment of and track Special Tools and Test Equipment (STTE) from the depot of origin or source of supply to the hand-off point or staging site.

C-2-4-11 The Contractor shall maintain a database whereby major serial numbered items can be easily traced to the receiving unit and provide serial number information to the appropriate FTR upon request. This database shall contain, as a minimum, the serial number, hand-off date, receiving units DODAAC, model number and registration number of each major item IAW agreed upon format.

C-2-4-12 The Contractor shall provide on a monthly basis a list of shortages and applicable Reports of Discrepancy (ROD) for all TPF materiel. This is to include Components of End Item (COEI) and Basis Issue Items (BII). The Contractor must pursue the issue of shortage items from their source of supply until hand off to the gaining unit.

C-2-4-13 The Contractor shall prepare technical data and reports in the format specified by the COTR and/or designated representative and the applicable PM Representative. Reports will be furnished to the Government IAW the requirements, quantities and schedules set forth in the applicable schedules.

C-2-5 FIELDING EFFORTS

C-2-5-1 The Contractor shall assist the deprocessing team with support as required by each fielding site. The contractor may be required to deprocess vehicles and lead the deprocessing effort on a limited basis.

C-2-5-2 The Contractor shall accomplish the inventory of the end item and all TPF materiel being fielded at the hand-off point and participate in the joint inventory of the TPF items.

C-2-5-3 The Contractor shall provide assistance to the gaining unit to insure proper posting of documentation that shall close out requisitions for materiel that was issued during the joint inventory. This customer documentation shall be provided at the time of the Joint Inventory and in a media that is compatible with the gaining units computer/automated system IAW AR 700-142/DA PAM 700-142.

C-2-5-4 The Contractor shall be responsible for closure of the U.S. Army wholesale as well as retail Supply System for class VII and IX.

C-2-5-5 The Contractor shall prepare, for the gaining and fielding commands signature, a joint inventory report; DA Form 5684 IAW DA PAM 700-142 supported by DA Form 3161 or DA Form 2062. Provide copies to gaining command and the appropriate FTR.

C-2-5-6 At time of hand-off, the Contractor shall formally transfer accountability of all materiel, IAW AR 710-2, by requiring the gaining units Property Book Officer to sign appropriate documentation.

C-2-5-7 A Final After Action Report shall be provided within sixty (60) days after each fielding to the appropriate FTR.

C-2-5-8 The Contractor shall also provide the above TPF effort for building, tracking and hand-off of tailored packages for Army Prepositioned Stock (APS), Regional Training Site- Maintenance (RTS-M) equipment, Training Bases and readiness initiatives for previously fielded systems.

C-2-5-9 The Contractor shall be able to provide Operator New Equipment Training (OPNET) to all units receiving new or refurbished Bradley Fighting Vehicle Systems (BFVS). The Team shall consist of personnel with extensive experience in training, operation and utilization of the BFVS.

C-2-6 WAREHOUSE SUPPLY SUPPORT

C-2-6-1 The Contractor shall provide personnel and equipment in Government provided facilities at Ft. Carson and Ft. Hood in order to receive, organize, repackage, maintain and ship initial issue support items requisitioned or ordered from various sources of supply.

C-2-6-2 At the Ft. Hood facility, the Contractor must use software to perform receipt, storage and issue/shipping, with bar code readers as well as the functions of a Unit Materiel Fielding Point (UMFP) to include Sets Kits and Outfits (SKO) with cyclical inventories. The Contractor supplied software is required to be compatible with the current U.S. Military bar coding system and will be used to receive materiel into the warehouse. This software must input the units DODAAC in the documentation field and be able to produce 1348-1As with bar code strips. This Contractor software must also manage shelf life and security items and serviceable and unserviceable assets. Database must produce placards on all shelf life items.

C-2-6-3 This software must be able to be used at all CONUS/OCONUS fielding sites and must be adaptable to support all COTR needs.

C-2-7 SECURITY

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The Contractor will provide whatever security paperwork is needed to insure their employees receive a favorable investigation so that they can access government computers and perform the above duties.

C-2-8 ESTIMATED COST, FIXED FEE, AND PAYMENT

C-2-8-1 The estimated cost for performance of Total Package Fielding (TPF) work under the contract, exclusive of the contractor's fee, is set forth in Section B at the CLIN level. The amount shown shall constitute the estimated cost for the purpose of the general provisions of the contract entitled, LIMITATION OF COST, but neither the Government nor the Contractor guarantee the accuracy of said estimate. The provisions of the clause LIMITATION OF COST applies to the Total Package Fielding (TPF) CLIN of the contract. To support payment for work performed under this contract, the contractor shall have available for each voucher submitted the level of effort expended. Expenditure of labor hours in excess of the quantity specified is not authorized. Allowable cost shall be determined and payment thereof shall be as provided in the section I General provision heretofore entitled ALLOWABLE COST AND PAYMENT, FAR 52.216-7.

C-2-8-2 The contactor may present with each voucher for its costs, a fee voucher in the amount bearing the same relation to the CLIN fixed fee as the accompanying cost voucher bears to the applicable CLIN cost. Payment of the fixed fee shall be subject to the withholding set forth in Paragraph (B) of the Section I General Provision entitled FIXED FEE, FAR 52.216-8.

*** END OF NARRATIVE C 001 ***

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SECTION D - PACKAGING AND MARKING

	Regulatory Cite	Title	Date
D-1	252.211-7003	ITEM IDENTIFICATION AND VALUATION (Alternate I version dated April 2005)	JUN/2005

NOTE: Paragraph (a) comes after paragraphs (b) through (d) below. It was placed there because it's content is inconsequential as none of the definitions contained therein are used in this Alternate I version of this DFARS clause.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) For each item delivered under a contract line, subline, or exhibit line item under paragraph (b) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report the Governments unit acquisition cost.
- (d) The Contractor shall submit the information required by paragraph (c) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

- (a) Definitions. As used in this clause--
 - "Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.
 - "Concatenated unique item identifier" means--
 - (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
 - (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.
 - "Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.
 - "DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.
 - "DoD unique item identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.
 - "Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.
 - "Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.
 - "Governments unit acquisition cost" means--
 - (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
 - (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and
 - (3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

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"Issuing agency" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid_types.html.

[End of Clause]

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-3	INSPECTION OF SUPPLIES - COST REIMBURSEMENT	MAY/2001
E-2	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984

E-5 CONTRACT DATA INSPECTION POINT: DESTINATION

All Contract Data under CLIN 0009 of the contract shall be inspected at the following address:

Commander
US Army Tank-automotive and Armaments Command
Attn: SFAE-GCS-CS-L/M. Tabatcher
Warren, MI 48397-5000

E-6 DATA ACCEPTANCE POINT: DESTINATION

All Contract Data under CLIN 0009 of the contract shall be accepted at the following address:

Commander
US Army Tank-automotive and Armaments Command
Attn: SFAE-GCS-CS-L/M. Tabatcher
Warren, MI 48397-5000

*** END OF NARRATIVE E 001 ***

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991

F-5 PERIOD OF PERFORMANCE

F-5-1 The length of this contract for the effort described in Section C, shall be 60 months. The period of performance is based on level-of-effort and will be extended upon exercise of options under each of the respective CLINs.

F-5-2 The option under each of the respective CLINs can be exercised up to 60 months after contract award.

*** END OF NARRATIVE F 001 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
G-2	52.242-4016	COMMUNICATIONS	MAY/2000

Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: -1-
E-mail: -2-

The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: -3-
E-mail: -4-

Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-3	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
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(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-4	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
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When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

[End of Clause]

G-5	52.204-4011 (TACOM)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS)	OCT/2005
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In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

G-6	52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2003
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The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360_1.pdf.

[End of clause]

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G-7 52.232-4005 INVOICE INFORMATION REQUIREMENT JAN/1988
(TACOM)

On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

G-8 52.242-4011 WORK DIRECTIVES FEB/1998
(TACOM)

(a) All work under this contract shall be performed in accordance with Work Directives signed by the Contracting Officer. Each Work Directives shall include, but not necessarily be limited to, the following information:

- (1) Reference to specific requirement(s) of Section C of this Contract under which the work is to be performed.
- (2) Objective of the work to be performed.
- (3) Number of hours to accomplish the work.
- (4) Estimated completion date as applicable.
- (5) Identification of the Contract Line Item Number (CLIN) under which the work is to be performed.

(6) Relative priority of the work to be performed, if applicable. Work shall be performed in sequential order unless otherwise stated.

(b) The Government has the unilateral right to increase, decrease and prioritize the work to be performed hereunder by the issuance of Work Directives by the Contracting Officer. It is understood and agreed that such adjustments shall be made within the general scope of work and level of effort of the contract and without equitable adjustment thereto.

(c) If, at any time, the Contractor has reason to believe that the hours which it expects to incur in the performance of a Work Directive, when added to all hours incurred previously in performance of such Work Directive, shall exceed the estimated total hours set forth in the Work Directive, the Contractor shall notify in writing the Procuring Contracting Officer and Technical Representative for their appropriate action. The Contractor shall furnish a revised statement of total hours to complete such work together with said notice. Said notice must be furnished as early as possible and prior to the incurrence of additional hours.

G-7 LIMITATION OF COST

The contractor shall advise the Government upon expenditure of 75% of the estimated costs on a work directive, or when it becomes apparent that the contractor cannot complete the work within the estimated cost. If either situation occurs, the contractor will submit an estimate to complete remaining efforts to the Government.

*** END OF NARRATIVE G 001 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-2	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-3	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-4	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-5	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2005
H-6	252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	JUN/2005
H-7	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2005
H-8	252.225-7013	DUTY-FREE ENTRY	JUN/2005
H-9	252.225-7043	ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (See DFARS 225.7401(b) for paragraph C fill-in.)	JUN/2005
H-10	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
H-11	252.228-7003	CAPTURE AND DETENTION	DEC/1991
H-12	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-13	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-14	252.246-7001	WARRANTY OF DATA	DEC/1991
H-15	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2005

(a) Definition. United States, as used in this provision, means the 50 States, the District of Columbia, and outlying areas.

(b) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-

(1) The offer exceeds \$10 million in value; and

(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-

(i) Exceeds \$500,000 in value; and

(ii) Could be performed inside the United States or Canada.

(c) Information to be reported includes that for-

(1) Subcontracts;

(2) Purchases; and

(3) Intracompany transfers when transfers originate in a foreign location.

(d) The offeror shall submit the report using-

(1) DD Form 2139, Report of Contract Performance Outside the United States; or

(2) A computer-generated report that contains all information required by DD Form 2139.

(e) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.

[End of Clause]

H-16	252.225-7040	CONTRACTOR PERSONNEL SUPPORTING A FORCE DEPLOYED OUTSIDE THE UNITED STATES	JUN/2005
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(a) Definitions. As used in this clause--

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Theater of operations means an area defined by the combatant commander for the conduct or support of specific operations.

(b) General.

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(1) This clause applies when contractor personnel deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in--

- (i) Contingency operations;
- (ii) Humanitarian or peacekeeping operations; or
- (iii) Other military operations or exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status. Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces.

(c) Support.

(1) The Combatant Commander will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations unless the terms of this contract place the responsibility with another party.

- (2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.
- (ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.
- (iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

- (1) United States, host country, and third country national laws;
- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the Combatant Commander relating to force protection, security, health, safety, or relations and interaction with local nationals.

(e) Pre-deployment requirements. The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. military forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(1) All required security and background checks are complete and acceptable.

(2) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(3) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center.

(4) Country and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(f) Processing and departure points. Deployed contractor personnel shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor

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personnel and to ensure that all deployment requirements are met;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data list.

(1) The Contractor shall establish and maintain with the designated Government official a current list of all contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. military forces as specified in paragraph (b)(1) of this clause. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate automated system(s) to use for this effort.

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

(1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective clothing.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.

(2) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

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(3) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the theater of operations whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(o) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. military forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in--

- (1) Contingency operations;
- (2) Humanitarian or peacekeeping operations; or
- (3) Other military operations or exercises designated by the Combatant Commander.

[End of Clause]

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order

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via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: <http://contracting.tacom.army.mil/awd.htm>
Rock Island: <https://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/dbi/DynCBD/award.cfm>
Red River Army Depot: <http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm>
Anniston Army Depot: <http://www.anadprocnet.army.mil/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

H-18	52.216-4008	STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS	JUN/1989
	(TACOM)		

(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINS) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINS contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

H-19	52.225-4040	ARMY MATERIEL COMMAND (AMC) ADMINISTRATIVE REQUIREMENTS FOR DEPLOYED	JUN/2005
	(TACOM)	CONTRACTORS	

(a) In order to maintain accountability of all deployed personnel in the Theater of Operations (see DFARS clause 252.225-7040 for definition), the Contractor shall follow instructions issued by the Army Materiel Commands Logistics Support Element (AMC LSE) or other Contracting Officers designated representative to provide, and keep current, requested data on Contractor Personnel for entry into military personnel database systems.

(b) The Contractor shall coordinate with the AMC LSE or other Contracting Officers designated representative for logistics support, as follows:

- (1) Upon initial entry into the Theatre of Operations;
- (2) Upon initiation of contract performance;
- (3) Upon relocation of contract performance within the Theatre of Operations; and
- (4) Upon exiting the Theatre of Operations.

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[End of Clause]

H-20 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 MAR/2005
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil. If Wide Area Workflow (WAWF) is used, the .pdf format version of the Material Inspection and Receiving Report from WAWF will be submitted.

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

[End of Clause]

H-23 Option, Bradley Fighting Vehicle System (BFVS)

Pursuant to FAR 52.217-7, the Government shall have the unilateral option to increase the level of Total Package Fielding man-hours supporting the Bradley Fighting Vehicle System under CLIN 0001 of this contract by up to 370,000 hours. Any exercise of the option shall be at the appropriate estimated cost and fixed fee hourly rates established in paragraph B-2-1 of this contract, as determined by the date of option exercise. The Contracting Officer may exercise the option by giving written notice to the Contractor at any time after contract award through the option expiration date of sixty months after contract award. The Contractor shall commence performance of work upon issuance and receipt of Work Directives corresponding to any increase in option hours, and complete all outlined Work Directive tasks within the specified period of performance.

The Government may exercise the option in one or more increments, provided that the total man-hours optioned over the life of the contract in support of the Bradley Fighting Vehicle System does not exceed 370,000 hours. There is no minimum amount of man-hours the Government may exercise its option for.

Total BFVS option hours remaining: _____ hours. Total BFVS option hours exercised: _____ hours.

H-24 Option, M707 KNIGHT Vehicle System

Pursuant to FAR 52.217-7, the Government shall have the unilateral option to increase the level of Total Package Fielding man-hours supporting the M707 KNIGHT Vehicle System under CLIN 0002 of this contract by up to 16,000 hours. Any exercise of the option shall be at the appropriate estimated cost and fixed fee hourly rates established in paragraph B-3-1 of this contract, as determined by the date of option exercise. The Contracting Officer may exercise the option by giving written notice to the Contractor at any time after contract award through the option expiration date of sixty months after contract award. The Contractor shall commence performance of work upon issuance and receipt of Work Directives corresponding to any increase in option hours, and complete all outlined Work Directive tasks within the specified period of performance.

The Government may exercise the option in one or more increments, provided that the total man-hours optioned over the life of the contract in support of the M707 KNIGHT Vehicle System does not exceed 16,000 hours. There is no minimum amount of man-hours the Government may exercise its option for.

Total KNIGHT option hours remaining: _____ hours. Total KNIGHT option hours exercised: _____ hours.

H-25 Option, M113 Vehicle System

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Pursuant to FAR 52.217-7, the Government shall have the unilateral option to increase the level of Total Package Fielding man-hours supporting the M113 Vehicle System under CLIN 0003 of this contract by up to 32,000 hours. Any exercise of the option shall be at the appropriate estimated cost and fixed fee hourly rates established in paragraph B-4-1 of this contract, as determined by the date of option exercise. The Contracting Officer may exercise the option by giving written notice to the Contractor at any time after contract award through the option expiration date of sixty months after contract award. The Contractor shall commence performance of work upon issuance and receipt of Work Directives corresponding to any increase in option hours, and complete all outlined Work Directive tasks within the specified period of performance.

The Government may exercise the option in one or more increments, provided that the total man-hours optioned over the life of the contract in support of the M113 Vehicle System does not exceed 32,000 hours. There is no minimum amount of man-hours the Government may exercise its option for.

Total M113 option hours remaining: _____ hours. Total M113 option hours exercised: _____ hours.

H-26 Option, Combat Engineering/Material Handling Equipment

Pursuant to FAR 52.217-7, the Government shall have the unilateral option to increase the level of Total Package Fielding man-hours supporting Combat Engineering/Material Handling Equipment under CLIN 0004 of this contract by up to 9,000 hours. Any exercise of the option shall be at the appropriate estimated cost and fixed fee hourly rates established in paragraph B-5-1 of this contract, as determined by the date of option exercise. The Contracting Officer may exercise the option by giving written notice to the Contractor at any time after contract award through the option expiration date of sixty months after contract award. The Contractor shall commence performance of work upon issuance and receipt of Work Directives corresponding to any increase in option hours, and complete all outlined Work Directive tasks within the specified period of performance.

The Government may exercise the option in one or more increments, provided that the total man-hours optioned over the life of the contract in support of Combat Engineering/Material Handling Equipment does not exceed 9,000 hours. There is no minimum amount of man-hours the Government may exercise its option for.

Total CE/MHE option hours remaining: _____ hours. Total CE/MHE option hours exercised: _____ hours.

H-27 Option, M88A2 HERCULES Vehicle System

Pursuant to FAR 52.217-7, the Government shall have the unilateral option to increase the level of Total Package Fielding man-hours supporting the M88A2 HERCULES Vehicle System under CLIN 0005 of this contract by up to 16,000 hours. Any exercise of the option shall be at the appropriate estimated cost and fixed fee hourly rates established in paragraph B-6-1 of this contract, as determined by the date of option exercise. The Contracting Officer may exercise the option by giving written notice to the Contractor at any time after contract award through the option expiration date of sixty months after contract award. The Contractor shall commence performance of work upon issuance and receipt of Work Directives corresponding to any increase in option hours, and complete all outlined Work Directive tasks within the specified period of performance.

The Government may exercise the option in one or more increments, provided that the total man-hours optioned over the life of the contract in support of the M88A2 HERCULES Vehicle System does not exceed 16,000 hours. There is no minimum amount of man-hours the Government may exercise its option for.

Total HERCULES option hours remaining: _____ hours. Total HERCULES option hours exercised: _____ hours.

H-28 Option, M-1 Abrams Vehicle System

Pursuant to FAR 52.217-7, the Government shall have the unilateral option to increase the level of Total Package Fielding man-hours supporting the M-1 Abrams Vehicle System under CLIN 0006 of this contract by up to 70,000 hours. Any exercise of the option shall be at the appropriate estimated cost and fixed fee hourly rates established in paragraph B-7-1 of this contract, as determined by the date of option exercise. The Contracting Officer may exercise the option by giving written notice to the Contractor at any time after contract award through the option expiration date of sixty months after contract award. The Contractor shall commence performance of work upon issuance and receipt of Work Directives corresponding to any increase in option hours, and complete all outlined Work Directive tasks within the specified period of performance.

The Government may exercise the option in one or more increments, provided that the total man-hours optioned over the life of the contract in support of the M-1 Abrams Vehicle System does not exceed 70,000 hours. There is no minimum amount of man-hours the Government may exercise its option for.

Total Abrams option hours remaining: _____ hours. Total Abrams option hours exercised: _____ hours.

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H-29 Option, Combat Systems Logistics Division

Pursuant to FAR 52.217-7, the Government shall have the unilateral option to increase the level of Total Package Fielding man-hours supporting the Combat Systems Logistics Division under CLIN 0007 of this contract by up to 1,000 hours. Any exercise of the option shall be at the appropriate estimated cost and fixed fee hourly rates established in paragraph B-8-1 of this contract, as determined by the date of option exercise. The Contracting Officer may exercise the option by giving written notice to the Contractor at any time after contract award through the option expiration date of sixty months after contract award. The Contractor shall commence performance of work upon issuance and receipt of Work Directives corresponding to any increase in option hours, and complete all outlined Work Directive tasks within the specified period of performance.

The Government may exercise the option in one or more increments, provided that the total man-hours optioned over the life of the contract in support of the Combat Systems Logistics Division does not exceed 1,000 hours. There is no minimum amount of man-hours the Government may exercise its option for.

Total CSLD option hours remaining: _____ hours. Total CSLD option hours exercised: _____ hours.

H-30 Option, FAASV/Paladin Vehicle Systems

Pursuant to FAR 52.217-7, the Government shall have the unilateral option to increase the level of Total Package Fielding man-hours supporting the FAASV/Paladin Vehicle Systems under CLIN 0008 of this contract by up to 1,000 hours. Any exercise of the option shall be at the appropriate estimated cost and fixed fee hourly rates established in paragraph B-9-1 of this contract, as determined by the date of option exercise. The Contracting Officer may exercise the option by giving written notice to the Contractor at any time after contract award through the option expiration date of sixty months after contract award. The Contractor shall commence performance of work upon issuance and receipt of Work Directives corresponding to any increase in option hours, and complete all outlined Work Directive tasks within the specified period of performance.

The Government may exercise the option in one or more increments, provided that the total man-hours optioned over the life of the contract in support of the FAASV/Paladin Vehicle Systems does not exceed 1,000 hours. There is no minimum amount of man-hours the Government may exercise its option for.

Total FAASV option hours remaining: _____ hours. Total FAASV option hours exercised: _____ hours.

H-31 GOVERNMENT LIABILITY

The Government shall be held harmless from any and all third party claims arising out of the Contractor's use of the Government Equipment or Contractor performance on a Government installation. The Government shall not be held responsible for any third party damage or injury to persons or equipment resulting from contractor performance on a Government installation.

*** END OF NARRATIVE H 001 ***

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2006
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN/2005
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-16	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-18	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2004
I-19	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-20	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-21	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-22	52.216-8	FIXED FEE	MAR/1997
I-23	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
I-24	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-25	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-26	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-27	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-28	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-29	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-30	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-31	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-32	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-33	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-34	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-35	52.223-10	WASTE REDUCTION PROGRAM	AUG/2000
I-36	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-37	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	MAR/2005
I-38	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-39	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-40	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-41	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-42	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-43	52.232-17	INTEREST	JUN/1996
I-44	52.232-22	LIMITATION OF FUNDS	APR/1984
I-45	52.232-23	ASSIGNMENT OF CLAIMS -- ALTERNATE I (APR 1984)	JAN/1986
I-46	52.232-25	PROMPT PAYMENT	OCT/2003
I-47	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-48	52.233-1	DISPUTES	JUL/2002
I-49	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996

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	Regulatory Cite	Title	Date
I-50	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-51	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-52	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-53	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-54	52.242-13	BANKRUPTCY	JUL/1995
I-55	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE I, dated April 1984)	AUG/1987
I-56	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-57	52.244-2	SUBCONTRACTS	AUG/1998
I-58	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	MAY/2004
I-59	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-60	52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY/2004
I-61	52.249-14	EXCUSABLE DELAYS	APR/1984
I-62	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-63	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	DEC/2004
I-64	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-65	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-66	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-67	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	NOV/2005
I-68	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-69	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-70	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-71	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-72	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
I-73	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-74	252.225-7042	AUTHORIZATION TO PERFORM	APR/2003
I-75	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-76	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-77	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-78	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-79	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-80	252.228-7000	REIMBURSEMENT FOR WAR-HAZARD LOSSES	DEC/1991
I-81	252.232-7010	LEVIES ON CONTRACT PAYMENTS	SEP/2005
I-82	252.242-7005	COST/SCHEDULE STATUS REPORT	MAR/2005
I-83	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-84	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	NOV/2005
I-85	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-86	52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed Amount to be Negotiated or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other

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Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-87 52.223-7 NOTICE OF RADIOACTIVE MATERIALS JAN/1997

(a) The Contractor shall notify the Contracting Officer or designee, in writing 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

[End of Clause]

I-88 52.204-7 CENTRAL CONTRACTOR REGISTRATION OCT/2003

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR

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database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> ; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

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(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.
The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

[End of Clause]

I-89 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR DEC/2004
FEES

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov> .

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(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--
- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

[End of Clause]

I-90 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

- (a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--
- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - (2) Class II, including but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

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WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-91 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:

<http://contracting.tacom.army.mil/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-92 52.239-4000 PROCESSING SENSITIVE AND HIGHLY SENSITIVE DATA JUN/1988
(TACOM)

(a) Definitions.

(1) FOR OFFICIAL USE ONLY (FOUO): Applies only to unclassified information, records, and other material which have been determined to require protection from disclosure to the general public, and which for a significant reason should not be given general circulation.

(2) Automatic Data Processing (ADP) assigned sensitivity levels apply to the facility or individual computer equipment and are based on the sensitivity of the information processed. The sensitivity levels are as follows.

(i) HIGHLY SENSITIVE: Applicable to any facility or computer that processes Privacy Act and For Official Use Only (FOUO) information.

(ii) SENSITIVE: Applicable to any facility or computer that processes data relating to asset or resource, proprietary or contractual information.

(3) FACILITY SECURITY PROFILE: Describes the physical facility, equipment components, their locations and relationships, general operating information, and other characteristics relevant to the security of the facility and its operations.

(4) RISK MANAGEMENT ASSESSMENT: A written assessment by Contractor personnel in effect to achieve safeguards against deliberate unauthorized manipulation, use or disclosure of information.

(5) ACCREDITATION: A Government process which uses the risk management assessment to determine that highly sensitive and sensitive information can be processed within the bounds of acceptable risk. An Accreditation Package is assembled by the Contractor and contains the Facility Security Profile, appointment letters for the Automatic Data Processing System Security Officer (ADPSSO) and the Terminal Area Security Officer (TASO), the Risk Management Program Automation Risk Analysis Survey, the Continuity of Operations Plan, the Standard Practice Procedure (SPP), and the Memorandum of Understanding (MOU) for use with privately owned computers (if required).

(6) AUTOMATIC DATA PROCESSING SYSTEM SECURITY OFFICER (ADPSSO): Contractor appointed representative for each ADP system,

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project, activity, or site whose duties are outlined in Army Regulation 380-380 and Army Materiel Command Supplement 1 to Army Regulation 380-380.

(7) **TERMINAL AREA SECURITY OFFICER (TASO):** Contractor appointed representative for each remote terminal whose duties are outlined in Army Regulation 380-380 and Army Materiel Command Supplement 1 to Army Regulation 380-380.

(b) Sensitivity Levels.

(1) For this contract, the sensitivity levels are as follows.

The Facility - Highly Sensitive

Sensitive

(2) The requirements of this clause also apply to additional facilities or computers that begin to process highly sensitive or sensitive information during the term of this contract.

(c) The Contractor shall establish and maintain a Standard Practice Procedure (SPP) to describe the procedures put in place to ensure security for the equipment which contains highly sensitive or sensitive data. The purpose of the SPP is to secure the data processing system and resources according to assigned sensitivity level of the facility and the data processed according to the following requirements.

(1) Access Controls. Physical security must be provided through an in-depth application of barriers to include surveillance (human or electronic), limited access, and accountability. Only authorized persons shall be permitted entry into the computer area and supporting offices. The Contractor's SPP shall include a description of all measures the Contractor will take during the term of this contract to control access to data-processing areas by all personnel, to include custodial personnel, and all visitors to the facility.

(2) Facility Security. The Contractor ADPSSO will review the Facility Security Profile and notify the TACOM System Security Manager (ATTN: AMSTA-SC) of any discrepancies. Because of the information contained in the Profile, the Contractor will handle it as 'For Official Use Only' (FOUO). If after discussions between the ADPSSO and the TACOM System Security Manager a determination is made to change the Profile, the TACOM System Security Manager has the authority to permit the ADPSSO to make the change. The Facility Security Profile will become part of the Accreditation Package.

(3) Security of Remote Terminals. The Contractor's SPP shall include a description of the safeguards and procedures to be applied to (i) all remote terminals located in the ADP facility, and (ii) all hardcopy outputs produced by highly sensitive or sensitive systems that are covered by the terms of this contract. With respect to remote terminals, the Contractor's SPP shall also address the methodology by which such terminals will be rendered unable to access any highly sensitive or sensitive systems during nonduty hours.

(4) Personnel Security.

(i) The prospective employee will fill out a DD Form 398-2, 'Personal Security Questionnaire--National Agency Check.' After the form is completed, it will be handled as 'For Official Use Only'(FOUO). The Contractor ADPSSO will check the form for correctness and then annotate the DD Form 398-2 with the following authority: 'Memorandum, Office of the Under Secretary of Defense (Policy), Director of Security Plans and Programs, 16 Aug 82, subject: Personnel Security Investigations for Contractors.' The form will be forwarded to the TACOM System Security Manager (ATTN: AMSTA-SC) through the Government Security personnel assigned security administration on this contract.

(ii) The TACOM System Security Manager will forward the DD Form 398-2 to Defense Investigative Services (DIS) for screening. DIS will recommend selection or non-selection of the potential employee. If DIS recommends non-selection, the potential employee cannot be assigned to ADP sensitive positions which are defined by the TACOM System Security Manager. When the screening is complete, a copy will be returned to the TACOM System Security Manager and a copy forwarded to the Contractor ADP System Security Officer for retention in the employee's file.

(iii) Incumbent employees referred to in the remainder of this section is/are the Contractor's employees.

(iv) Incumbent employees must have a DD Form 398-2 on file in their personnel file. If there is not one on file, the screening process listed above must be initiated and completed within 60 days of the date of this contract.

(v) After weighing all of the pertinent factors to include those factors listed in Army Regulation 604-5, Appendix I, the Contractor is the person who is responsible to make the determination to remove an incumbent employee from ADP sensitive duties effective immediately. The Contractor ADPSSO will then counsel the individual as to the reasons for disqualification. A written notification will be initiated by the ADPSSO and provided to the disqualified incumbent within 10 days of removal. The notification will provide information concerning reasons for disqualification, appeal procedures, and a form statement for signature of the disqualified incumbent indicating only that the reasons for the disqualification are fully understood. The incumbent may appeal the disqualification within 20 workdays of the written notification. Appeals will be in writing to the ADPSSO and will specifically deny or

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explain the accusations. The TACOM System Security Manager will receive copies of the disqualification information and appeal from the ADPSSO. Within 20 working days of the receipt of the appeal, the ADPSSO will issue written response to the disqualified incumbent either accepting the appeal and reinstating the individual or sustaining the disqualification. If disqualification is sustained, a written statement will be prepared by the ADPSSO and submitted to the TACOM System Security Manager with a copy included in the employee file.

(vi) Contractor supervisors of employees assigned to highly sensitive or sensitive positions will maintain day-to-day observation of individuals. Annually, Contractor supervision will verify, in writing, that employees working for them are qualified for retention. This verification will be accomplished by review of the employee's personnel file. The verification will be included in the employee file and a copy sent to the TACOM System Security Manager.

(5) System Passwords. All systems will have a method of identifying authorized users, accomplished through the use of user identification or passwords. Passwords will be randomly generated and assigned by the ADPSSO. Passwords shall be changed annually. As well, passwords will be retired within one work day when an employee having a password retires, transfers, resigns, or is discharged. The Contractor will treat all employee passwords, including logs, registers, and data concerning them, as FOUO. The Contractor will also ensure that passwords, when entered into computer systems by employees, are suppressed from appearing on terminal display screens and hardcopy output.

(6) Audit and Evaluation. The Contractor shall develop and implement accounting and auditing systems in order to monitor and review the operation of all systems covered by this contract. Such accounting and auditing systems shall be designated to detect actual and potential abuses. These systems shall contain automated and, at the Contractor's option, supplementary manual features as needed in order to provide the coverage outlined below.

(i) SYSTEM ACCOUNTING: Procedures used to monitor the system security based on type of operation and degree of sensitive material handled. Examples are:

- (A) Job Accounting (ensures that programs perform only authorized functions).
- (B) Resource Accounting (provides for the use of resources).
- (C) Customer Accounting (identifies and records data requests from Government and Contractor employees).

(ii) AUDIT TRAIL: Describes manual and automated rosters and logs. Examples are:

- (A) System User Roster (lists personnel authorized access to the system).
- (B) Visitor Log (lists escorted visitors).
- (C) Support Access Log (lists personnel who need to enter the computer area but do not need to be escorted, i.e. maintenance personnel appropriately cleared through the ADPSSO to perform necessary functions).

(iii) INTERNAL AUDITS: Initiates checks to computer access and interaction of the system. Examples are:

- (A) System Access Log (identifies entry to the system with name, data and time).
- (B) File Usage Log (lists opening and closing files).
- (C) Transmission Log (identifies terminal receiving requests and files).
- (D) Storage Log (records memory assigned).
- (E) Suspected Violation Log (records type of violations with date, time and terminal number).

(7) Contingency Planning.

(i) The Contractor will develop a Continuity of Operations Plan to ensure the availability of copies of files, documentation, and materials essential for recovery of operations under emergency or extraordinary conditions. Copies of files (software) will be designated as backup files. Backup files will be generated daily by Contractor personnel and placed in secure storage provided by the Contractor accessible by a minimum of two authorized Contractor personnel. Authorized Contractor personnel will maintain the backup files for 30 days at which time data which is no longer necessary will be eliminated. The following are examples of subplans which must be reflected in the Contractor's Continuity of Operations Plan.

- (A) Plans which will lessen the adverse effects of the emergency or extraordinary condition such as
 - (i) a major fire in the computer room, (ii) a complete power failure in the middle of daily

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processing, (iii) a wholesale equipment failure, (iv) a major breach of security, or (v) entry into a state of mobilization by the U.S. Government.

(B) Actions to be taken immediately after the emergency or extraordinary condition.

(C) Plans necessary to recover and return to normal operations.

(ii) The Continuity of Operations Plan will become part of the Accreditation Package.

(8) Risk Management Assessment. Risk management assessment will be conducted on all automated systems regardless of sensitivity designation. The Risk Management Program Automation Risk Analysis Survey will be filled in by the ADPSSO and submitted to the TACOM System Security Manager (ATTN: AMSTA-SC). The completed survey must be submitted to the TACOM System Security Manager by the ADPSSO (i) 30 days after the start of the contract, (ii) when new hardware, a new operating system, or a change in physical structure of the facility is activated, (iii) when no record of prior risk analysis exists, or (iv) every three years, whichever applies. The information in the survey will be designated FOUO. The Risk Management Assessment will become part of the Accreditation Package.

(9) Accreditation Process. The accreditation process will be accomplished by the TACOM System Security Manager (ATTN: AMSTA-SC). The process will review the operations and verify that information can be processed as required by the level of sensitivity and analyze the effect compromise would have on the information contained in the system. The documents used to do the accreditation are (i) the Facility Security Profile, (ii) the appointment letter for the ADPSSO, (iii) the appointment letter for the TASO (if appropriate), (iv) the Risk Management Program Automation Risk Analysis Survey, (v) the Continuity of Operations Plan, (vi) the Standard Practice Procedure (SPP), and the Memorandum of Understanding (MOU) concerning the use of personal computers, if necessary. The accreditation process will take place as (i) initial accreditation when the contract is awarded, (ii) reaccreditation for replacement of a major system, increase in sensitivity, breach of security, or significant physical change, or (iii) accreditation review every two years to include a physical inspection, reevaluation of current sensitivity level, and effectiveness of the current accreditation plan. An accreditation statement will be issued through the TACOM System Security Manager within 30 days of the completion of the appropriate accreditation process.

(10) Security Incidents.

(i) Suspected or actual security violations will be initially reported to the Contractor's ADPSSO who in turn will report it, in writing, to the TACOM System Security Manager (ATTN: AMSTA-SC) within five work days. Examples of violations to be reported are:

(A) Unexplainable output received at a terminal.

(B) Abnormal system response.

(C) Inconsistent or incomplete security marking.

(D) Unattended terminal device signed on.

(E) Unsuccessful attempts to log on from remote terminals.

(F) Extraneous data on computer print outs.

(ii) In cases of suspected or confirmed security violations, information included in the initial report will be (i) location, (ii) system concerned, and (iii) description of the violation. Within two months, the Contractor ADPSSO will submit, in writing, a final report on the violation to the TACOM System Security Manager. The final report will include a determination whether the breach was actual or illusory and a summary of corrective action taken to preclude recurrence.

(11) Automation Security Training.

(i) The ADPSSO will conduct ADP security training for all personnel initially, upon assignment to the Data Processing Activity. The briefing will stress individual's security responsibilities and will be tailored to the assigned duties and oriented toward the local security environment. Automation personnel will also participate in an annual security education program conducted by the ADPSSO which pertains to their responsibilities.

(ii) Upon termination or separation of 60 days or more, the Contractor personnel will be (i) debriefed, (ii) return all materials related to their position, and (iii) sign a Security Termination Statement. This statement will include such information indicating the terminated/separated employee will:

(A) Read and understand the Espionage Act, other criminal statutes, and Army and local regulations concerning disclosure of highly sensitive or sensitive material upon termination or separation.

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(B) No longer possess ADP programs written for Army operations or Contractor provided information for ADP programs.

(C) Will not communicate or transmit proprietary information to any unauthorized person or agency.

(D) Will report to the TACOM System Security Manager (ATTN: AMSTA-SC) any unauthorized attempt to solicit classified or proprietary information concerning the position held when employed by the Contractor.

(iii) The Security Termination statement will be retained in the terminated/separated employee's file.

(12) Appointment of Automation Security Officers. An ADPSSO will be appointed by a letter written by the Contractor at each computer site. A TASO will be appointed by a letter written by the Contractor at each remote terminal site. These individuals will ensure that guidance contained here is implemented. The letters will become part of the Accreditation Package.

(13) Privately Owned Computers. Use of privately owned computers is prohibited without the written consent of the TACOM System Security Manager (ATTN: AMSTA-SC). A Memorandum of Understanding (MOU) will be attached to the accreditation statement. The MOU will be between the TACOM System Security Manager and the owner of the personal computer. Only unclassified information can be processed under the contract on the personal computer, and information becomes the property of the U.S. Government. When an MOU is written, it will become part of the Accreditation Package.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST: PERFORMANCE AND COST REPORT - EXHIBIT A	11-JAN-2006	001	
Exhibit B	DATA ITEM DESCRIPTION FOR EXHIBIT A	11-JAN-2006	001	
Attachment 001	ANNUAL LABOR SKILLS MATRIX	12-JAN-2006	001	ELECTRONIC IMAGE
Attachment 002	PAST PERFORMANCE/EXPERIENCE QUESTIONNAIRE	22-FEB-2006	001	ELECTRONIC IMAGE

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	SEP/2004
K-2	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-3	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2006

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 336992.

(2) The small business size standard is 1,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

<u>FAR Clause</u>	<u>Title</u>	<u>Date</u>	<u>Change</u>
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K-4	252.209-7002	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	JUN/2005
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(a) Definitions

As used in this provision--

(1) Effectively owned or controlled means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) Entity controlled by a foreign government--

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- (i) Means--
- (A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.
- (ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.
- (3) Foreign government includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.
- (4) Proscribed information means--
- (i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).
- (b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C. 2536(a).
- (c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format: Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable).

Name and Address of Offeror

Description of Interest, Ownership Percentage,
and Identification of Foreign Government

Name and Address of Entity Controlled by a Foreign Government

[End of Provision]

- K-5252.225-7000BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATEJUN/2005
- (a) Definitions. "Domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.
- (b) Evaluation. The Government-
- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
- (c) Certifications and identification of country of origin.

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(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that-

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
_____	_____
_____	_____

(3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)
_____	_____
_____	_____

[End of Provision]

K-6 52.204-4007 OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE MAR/2001
(TACOM)

- (a) If you have a data fax number, please provide it below.
- _____
- (b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.
- _____
- (c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website:
<http://www.ccr2000.com/>
- _____

[End of Provision]

K-7 52.215-4005 MINIMUM ACCEPTANCE PERIOD OCT/1985
(TACOM)

- (a) Notwithstanding block 12 of Standard Form 33 (the front page of this solicitation) this provision shall govern. ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.
- (b) The Government requires a minimum acceptance period of sixty (60) calendar days.
- (c) In the space provided immediately below, offers may specify a longer acceptance period than the Government's minimum requirement.
- The offeror allows the following acceptance period: _____ calendar days.
- (d) An offer allowing less than the Government's minimum acceptance period may be rejected.

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[End of Provision]

K-8 52.215-4010 AUTHORIZED NEGOTIATORS JAN/1998
 (TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE NUMBER</u>
_____	_____	_____
_____	_____	_____

[End of Provision]

K-9 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) DEC/1993
 (TACOM)

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

- (i) chlorofluorocarbon-11 (CFC-11)
- (ii) chlorofluorocarbon-12 (CFC-12)
- (iii) chlorofluorocarbon-13 (CFC-13)
- (iv) chlorofluorocarbon-111 (CFC-111)
- (v) chlorofluorocarbon-112 (CFC-112)
- (vi) chlorofluorocarbon-113 (CFC-113)
- (vii) chlorofluorocarbon-114 (CFC-114)
- (viii) chlorofluorocarbon-115 (CFC-115)
- (ix) chlorofluorocarbon-211 (CFC-211)
- (x) chlorofluorocarbon-212 (CFC-212)
- (xi) chlorofluorocarbon-213 (CFC-213)
- (xii) chlorofluorocarbon-214 (CFC-214)
- (xiii) chlorofluorocarbon-215 (CFC-215)
- (xiv) chlorofluorocarbon-216 (CFC-216)
- (xv) chlorofluorocarbon-217 (CFC-217)
- (xvi) halon-1211
- (xvii) halon-1301
- (xviii) halon-2402
- (xix) carbon tetrachloride
- (xx) methyl chloroform
- (xxi) Methyl bromide
- (xxii) hydrobromofluorocarbons (HBFCs)
- (xxiii) All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute

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for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

- (1) During our review of the specification or technical data package in this solicitation, we--
- ☐ have

☐ have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>

- (2) Further, in our review of the specification or technical data package in this solicitation, we--
- ☐ have

☐ have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

- One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.
- The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

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[End of Provision]

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Provision]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	JAN/2006
L-2	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS (ALTERNATE I (OCT 1997) AND ALTERNATE II (OCT 1997))	JAN/2004
L-4	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (ALT. I dated October 1997)	JAN/2004
L-5	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB/1999
L-6	52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB/1993
L-7	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-8	252.242-7006	COST/SCHEDULE STATUS REPORT PLANS	MAR/2005
L-9	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA ````(ALTERNATE II (OCT 1997) AND ALTERNATE III (OCT 1997)	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting officer.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

- (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
- (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
- (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

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(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

- (1) The offeror shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
- (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.
- (c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.
- (d) Submit the cost portion of the proposal via the following electronic media: Microsoft Office or compatible format.

[End of Provision]

L-10 52.216-1 TYPE OF CONTRACT APR/1984
The Government contemplates award of a Cost Plus Fixed Fee (CPFF) contract resulting from this solicitation.
(End of provision)

L-11 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL AUG/1998
SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART
101-29

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza SW
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

[End of Clause]

L-12 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY APR/1991
Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(end of provision).

L-13 52.233-2 SERVICE OF PROTEST AUG/1996

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

U.S. Army Tank-automotive and Armaments Command
ATTN: AMSTA-AQ, Associate Deputy for Contracting
(Protest Coordinator)
Warren, MI 48397-5000

HQ, Army Materiel Command

or Office of Command Counsel
ATTN: AMCCC-PL
9301 Chapek Road, Rm 2-1SE3401

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Name of Offeror or Contractor:

Ft. Blvoir, VA 22060
Facsimile number (703) 806-8866/806-8875

The AMC-Level protest procedures are found at: www.amc.army.mil/amc/command_counsel/protest/protest.html.

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

[End of Provision]

L-14 52.237-1 SITE VISIT APR/1984
Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.
(End of provision)

L-15 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME OCT/1997
(a) Definitions. As used in this provision--
(1) Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences, such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.
(2) Uncompensated overtime rate is the rate which results from multiplying the hourly rate for a 40 hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40 hour work week basis at \$20.00 would be converted to an uncompensated overtime rate of \$17.78 per hour. (\$20 X 40) divided by 45 = \$17.78.
(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category, at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.
(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.
(d) Proposals that include unrealistically low labor rates, or which do not otherwise demonstrate cost realism, will be considered in a risk assessment and evaluated for award in accordance with that assessment.
(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.
(End of provision)

L-16 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES MAY/2000
(TACOM)
(a) Policy: A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.
(b) Agency Protest: An AMC Protest may be filed with either, but not both:
(1) The contracting officer designated in the solicitation for resolution of protests, or,
(2) HQ, AMC at the address designated below.
(c) Election of Forum: After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or

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other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority: The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

(e) Time for Filing a Protest: HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest: HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests:

(1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Road, Rm 2-1SE3401
Ft. Belvoir, VA 22060

Fax #: (703) 806-8866 or (703) 806-8875

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:
http://www.amc.army.mil/amc/command_counsel/protest/protest.html

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

(i) Remedies: The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

(1) terminate the contract;

(2) re-compete the requirement;

(3) issue a new solicitation;

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- (4) refrain from exercising options under the contract;
- (5) award a contract consistent with statute and regulation;
- (6) pay appropriate costs as stated in FAR 33.102(b)(2); and
- (7) such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

L-17 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002
[E]

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

L-18 52.215-4405 ACCESS TO THE DETROIT ARSENAL; IDENTIFYING CONTRACTOR EMPLOYEES; NON- NOV/2002
DISCLOSURE STATEMENT

1. This requirement is only applicable to contractor employees working at, or visiting, Detroit Arsenal. The term "contractor employee" includes employees, agents, or representatives and all employees, agents or representatives of all subcontractors and suppliers.

2. (A) Badges/Passes: Contractor employees entering the Detroit Arsenal are responsible for obtaining, and then returning, security identification badges/passes and vehicle registration decals/passes. Badges are valid only for the date spans indicated, by the Government, on each badge application form (STA Form 15 or 4109).

(B) Obtaining Badges:

"PICTURE" badges (generally issued to longer term visitors):

Furnish the Requiring Office or Procuring Contracting Officer (PCO) with two (2) copies, fully completed (those sections for each applicant), and signed, of STA Form 15 for each applicant;

"NON-PICTURE" badges (generally issued to shorter term visitors):

Upon arriving at the Detroit Arsenal at the TACOM Public Safety Office, Bldg. 232, complete a STA Form 4109 for the specific short term visit in question.

(C) Returning Badges (to the TACOM Public Safety Office, Building 232).

--Return Non-picture badges upon its expiration date.

--Return Picture badges within (3) three business days of any of the following:

The access-expiration date specified on the STA Form 15

If the contract is terminated, the date of termination;

If a visiting contractor employee is released, the date of employee release.

--Failure to comply with the requirements of this paragraph 2C may

be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be taken into account by the Government in evaluating the contractor's past performance on future acquisitions .

(D) All contractor employees, while on the premises at TACOM Warren, shall continually wear the badge, which shall be visible at all times.

(E) The identification badge or pass issued to employees of the contractor is for his own use only. Misuse of the badge or pass, such as permitting others to use it will result in criminal charges under Title 18 USC 499 and 701, and barring the employee from the Detroit Arsenal property.

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(F) If the contractor obtains a new or follow-on contract that again requires physical access to the Detroit Arsenal property, he shall obtain new badges for his employees, indicating the new or follow-on contract number. The security policies described in this clause apply to any contractor employee on base in connection with any contract with TACOM-Warren.

3. At the discretion of the Detroit Arsenal Commander, any individual known to have a criminal background involving violence may be denied access to the Detroit Arsenal. Fingerprinting of employees and any other procedure deemed necessary for the security of Detroit Arsenal may be required at the discretion of Detroit Arsenal Public Safety Office.

4. Any contractor employee attending meetings with Government employees within or outside the Detroit Arsenal boundaries, shall, at the beginning of the meeting, announce that he/she is a contractor employee. He/she must state the Contractor's name and address, and state the name of all other companies or persons that (a) currently employ him, or (b) that he currently represents. In addition, for the duration of the meetings, the contractor employee shall wear a second visible badge that displays the contractor's company name.

5. If a visiting contractor is working on a classified contract, his/her visit request, with security clearance information, must be approved by the Detroit Arsenal Industrial Security Specialist and be held on file the Detroit Arsenal Intelligence and Security Division. Government employees hosting meetings will verify that the contractor employees security clearance information is on file in the Detroit Arsenal Intelligence and Security Division prior to contractor access to classified information.

6. All contractor employees working on the U.S. Army installation, Detroit Arsenal, in the State of Michigan, in connection with this contract, shall conform to all applicable federal or state laws, and published rules and regulations of the Departments of Defense and Army. Also, they must comply with any existing applicable regulations promulgated by Detroit Arsenal. Additionally, all contractor employees working on classified contracts shall comply with the requirements of the National Industrial Security Program (NISPO) and Army Regulation 380-5, Department of the Army Information Security Program.

7. Each contractor employee working at the Detroit Arsenal property under this contract shall sign a Non-disclosure Agreement on their company's letterhead prior to commencing work under the contract or obtaining the badges permitting access to the property. There will be one Non-disclosure Agreement for each employee. The Non-disclosure Agreement shall be in the format indicated below. A copy of the agreement will be made a part of the contract file.

FORMAT FOR
NON-DISCLOSURE AGREEMENT

I, _____, an employee of _____, a Contractor providing support services/supplies to Detroit Arsenal or its tenants (hereinafter Detroit Arsenal), and likely to have access to nonpublic information (hereinafter RECIPIENT), under contract number _____, agree to and promise the following:

WHEREAS RECIPIENT is engaged in delivery support services to Detroit Arsenal under contract; and

WHEREAS, It is the intention of Detroit Arsenal to protect and prevent unauthorized access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and, WHEREAS, Detroit Arsenal acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and,

WHEREAS, RECIPIENT may be given or otherwise have access to nonpublic information while providing such services; and, WHEREAS, "nonpublic information" includes, but is not limited to such information as:

Proprietary information (e.g., information submitted by a contractor marked as proprietary. However please note: THIS NON-DISCLOSURE STATEMENT IS NOT SUFFICIENT TO ALLOW CONTRACTORS ACCESS TO ANOTHER CONTRACTORS PROPRIETARY INFORMATION. FOR THAT, A SEPARATE CONTRACTOR TO CONTRACTOR AGREEMENT IS REQUIRED.);

Advance procurement information (e.g., future requirements, statements of work, and acquisition strategies);

Source selection information (SSI) (e.g., bids before made public, source selection plans, and rankings of proposals)(PLEASE NOTE: THIS AGREEMENT ALONE DOES NOT AUTHORIZE ACCESS TO SSI--ONLY PCO OR SOURCE SELECTION AUTHORITY CAN AUTHORIZE SUCH ACCESS.);

Trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor);

Attorney work product;

Information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and

Other sensitive information that would not be released by Detroit Arsenal under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or

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disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT: _____ (signature)

PRINTED NAME: _____

TITLE: _____

EMPLOYER: _____

[End of clause]

L-19

52.215-4406

AUTOMATED INFORMATION SYSTEM SECURITY REQUIREMENT

NOV/2002

(TACOM)

1. The Contractor must comply with all Department of the Army Directives, AR 380-19, AMC Suppl 1 to AR 380-19 and Army Material Command (AMC) security directives, Corporate Information Office (CIO) and Directorate Intelligence Security Division, memorandums, and numbered messages. All new systems require accreditation and certification that connect to TACOM computer systems and must be approved by the CIO before connection is accepted. Personnel who require access to Sensitive But Unclassified (SBU) defense information because of their duties in accessing Automation Information System (AIS) equipment or software will be appropriately investigated based on the sensitivity of the Automated Data Processing (ADP) position held. ADP sensitivity designations are ADP-I for Critical-sensitive, ADP-II for Noncritical-sensitive and ADP III for Non-sensitive. Before contractor employee can obtain access to ADP hardware/software, an investigation must be completed.

2. If the contractor needs remote access to TACOM-Warren ADP systems and SBU information will be accessed during the contract, the contractor must use a National Security Agency approved method to encrypt the information if it is sent/received outside this Command. The use of a commercial Internet Service Provider for receipt of government information is prohibited. A Terminal Server Access Controller System (TSACS) Account must be established and used for government email and installed on a government machine.

3. The security measures below are consistent with Department of the Army security policies and directives and are required to protect the TACOM-Wide Network (TWNET). The goal is to ensure the confidentiality, integrity, and availability of Department of the Army automation assets and software and to reduce cracker, hacker, and malicious code attacks to the maximum extent possible.

4. Contractor personnel, who require access to SBU defense information because of their duties with an automated information system, will be appropriately investigated based on the sensitivity of the ADP position held. ADP sensitivity designations are ADP-I for Critical-sensitive, ADP-II for Noncritical-sensitive and ADP-III for Non-sensitive. Before assumption of duties, an SF85P or SF86 must be completed and sent by your Facility Security Officer (FSO) directly to Defense Security Service (DSS) for each individual requiring access. The contractor is responsible for providing the Electronic Personnel Security Questionnaire (EPSQ) receipt to AMSTA-CM-XSC, datafax (586) 574-6362. A copy of the SF85P or SF86 can be mailed to: Commander, U.S. Army Tank-automotive and Armaments Command, 6501 E. 11 Mile Road, ATTN: AMSTA-CM-XSC, Warren, MI 48397-5000. The Contractor is responsible for submitting their required security investigations to the Defense Investigative Service Clearance Office (DISCO). Upon request, the contractor will provide security investigation data to Directorate, Intelligence Security Division in order that personnel can be incorporated into the TACOM-Warren Security Clearance Roster.

5. Contractor personnel assigned to ADP II positions must complete a National Agency Check (NAC) or a National Agency Check with Inquiries (NACI) and a SF 86 and FD 258 (fingerprint card). These documents must be completed before access can be granted to a Department of Army automation network. Each contractor employee must submit a SF86 in the EPSQ format. The EPSQ software can be found at www.dss.mil/epsq/index.htm. Note: Local police departments will normally take fingerprints for a small fee. An alternative is to make an appointment with the nearest DoD facility that has a Security office trained and equipped to take fingerprints.

6. Each contractor employee who has access to TACOM computers must read and sign a copy of the Automated Information System Annual Security Briefing which can be obtained from your TACOM-Warren Information Assurance Security Officer (IASO).

7. The contractor will be required to submit application forms for network access.

8. TACOM is not responsible for any commercial or proprietary information that contractor employees may divulge to competing contractors. It is the contractors responsibility to notify TACOM when their employee(s) with access to the TACOM TWNET terminate employment. It is TACOMs policy to delete the contractor employees TWNET account at the end of their employment with a contractor. However, TACOM is not responsible and has no employment relationship with contractor employees and will not be responsible for the actions of contractor employees who divulge commercial or proprietary information to others.

9. A remote connection to TACOMs systems requires an Accreditation and Certification process for each AIS. The accreditation request must be reviewed by the Information Assurance Manager (IAM) and then forwarded to the Designated Approving Authority (DAA) for final approval before connection is accepted.

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10. In accordance with Department of the Army Directives, AR 380-19, and AMC Suppl 1 to AR 380-19, the contractor must have malicious code protection on the computers that are connected to the TWNET. Malicious code protection must be monitored daily for updates and immediate implementation. TACOM-Warren uses the most current version of Norton Anti-virus software and McAfee Anti-virus software. The contractor must report any malicious code problems or thefts of equipment, software, or code to the TACOM-Warren IASO and IAM.
11. The contractor must:
- (1) Secure the computer equipment and information associated with this contract in a locked office or container, and locked building.
 - Ensure only personnel designated to work on this contract have access to the computer equipment and information.
 - (3) Ensure that Foreign Nationals do not have access to this equipment and information.
 - (4) Identify the physical security measures (i.e. locked office, locked buildings, building alarms etc.) in place to protect the contracts associated equipment and information at the contractor location. A short description and facility diagram shall be included.
12. Upon completion of the project/contract, the contractor will notify the TACOM-Warren IASO.
- [End of Provision]

L.1 Proposal Instructions, Format and Content.

L.1.1 Proposal Instructions.

L.1.1.1 The Offerors proposal shall be submitted electronically in accordance with Section L of this solicitation. Specific instructions can be found at 52.204-4009, entitled, "Mandatory Use of Contractor to Government Electronic Communication." Hardcopies will not be accepted. Additional instructions for electronic proposal preparation are found at L.1.5 below. Extreme care and attention should be given to ensure that all required items are included in the proposal. The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offerors initial proposal should contain the Offerors best terms from a Technical and Cost standpoint. However, the Government reserves the right to conduct discussions, in any phase of the evaluation, if the Contracting Officer later determines them to be necessary.

Although the proposal will be submitted electronically, the proposal shall be printable on 8.5" x 11" paper (except foldout pages). All pages shall be numbered to include text pages, tabular and graphic material. Graphic material shall be legible and fully identified. Each section shall be numbered separately and include an index for that section.

L.1.1.2 Proposal Format. The proposal shall be submitted in the formats and quantities set forth in this section. Section M sets forth evaluation criteria and their relative order of importance to the Government. All proposals shall be in English (American Standard) and shall be in US dollars. Each section of the proposal shall be separable to facilitate review by the Government. Offers may be submitted on CDs or via email. Offers shall comply with the following format and quantities:

VOLUME NO.	CONTENTS	NO. OF COPIES
Volume I	Certification/Representations	3 Hardcopies
Volume II	Technical Proposal	3 CDs and 3 Hardcopies
Volume III	Cost Proposal (see L.2.3)	3 CDs and 3 Hardcopies
Volume IV	Past Performance Proposal	3 CDs and 3 Hardcopies

(See L.2.4.7 for requested early submission of past performance information)

L.1.2 Submission Address.

Offers submitted via email shall be separable according to the volume numbers above and must be submitted to thomas.michelit@us.army.mil and vito.zuccaro@us.army.mil.

Offers submitted on CDs shall be submitted to:

U.S. Army Tank-automotive and Armaments Command
ATTN: Thomas Michelin, AMSTA-AQ-AHLA
6501 E. Eleven Mile Road
Warren, MI 49397-5000

L.1.3 SPECIAL INSTRUCTIONS FOR PROPOSALS HAND CARRIED BY FOREIGN NATIONALS: Current security regulations require all packages and mail to go through a security screening process upon receipt at the installation. Offerors intending to use foreign nationals to hand carry its proposal are required to schedule a time for submission of its proposal with Thomas Michelin (Phone 586-574-7112) in order to be escorted on post to have the packages go through security for proper screening. Delays due to failure to schedule such deliveries in advance do not relieve the Offeror from meeting the required proposal submission date and time.

L.1.4 Late Submissions, Modifications, Revisions and Withdrawals of Offers. The rules for submitted proposals are outlined in FAR 52.215-1 incorporated into this solicitation.

L.1.5 Electronic Copies.

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L.1.5.1 Offerors must submit electronic copies (Compact Discs) and any supplemental information (such as spreadsheets, backup data, and technical information) using the following:

- (i) Files in either Microsoft Office 2000 or Office XP: Word, Excel, or PowerPoint. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
- (ii) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within the electronic offer and be accessible offline.

Note: The above formats may be submitted in compressed form using self-extracting files.

L.1.5.2 Acceptable Media. The Offeror must submit the electronic copies of the offer via CD ROM or email. Offerors shall label any and all submitted disks with the solicitation number and closing date, and the Offeror's name and address and contact phone number.

L.1.5.3 Security Note. If the Offeror chooses to password protect access to the offer, the Offeror must provide the Password to TACOM before the closing date. Contact Thomas Michelin (Phone 586-574-7112) or Vito Zuccaro (Phone 586-574-7076) to arrange a means of providing it. Passwords used only for the purpose of write protecting files need not be provided.

L.1.5.4 Electronic files shall include:

L.1.5.4.1 The SF33 filled out. SIGNATURE: The SF33 must be signed and included electronically in your disk or CD. Clearly label the disc/CD ROM as described in paragraph L.1.5.2 above, adding the name and title of the signer authorizing the company's offer, company name, and then sign the LABEL itself.

L.1.5.5 Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers:

If any portion of a proposal received by the contracting officer electronically or by facsimile is unreadable, the contracting officer immediately shall notify the Offeror and permit the Offeror to resubmit the unreadable portion of the proposal. The method and time for resubmission shall be prescribed by the contracting officer after consultation with the Offeror, and documented in the file. The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness under 15.208(a), provided the Offeror complies with the time and format requirements for resubmission prescribed by the contracting officer.

L.1.5.6 Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph L.1.5.5 above.

L.1.6 Proposals shall conform to the requirements of this solicitation; no alternate proposals will be considered in this procurement.

L.1.7 Award Without Discussions This RFP includes FAR Provision 52.215-1 Instructions to Offerors - Competitive Acquisition in Section L, which advises Offerors that the Government intends to make award without conducting discussions. Where award will be made without discussions, exchanges with Offerors are limited to Clarifications as defined in FAR 15.306(a). Therefore, the Offerors initial proposal should contain the Offerors best terms from a technical, delivery and price standpoint. However, under FAR 52.215-1, the Government reserves the right to hold discussions, if necessary.

L.2 Proposal Volumes and Content

L.2.1 Certifications/Representations (Volume I): In this volume, Offerors shall provide:

- a. The Offeror shall provide signed SF 33 "Solicitation, Offer and Award".
- b. All applicable fill-in provisions from Sections A, B, F and K of this solicitation.
- c. A list of any exceptions the Offeror takes to any term, condition or requirement contained in the solicitation and the basis for each exception. Offerors are cautioned to consult with the contracting officer before submitting an offer that takes exception to any term or condition of this RFP.
- d. Any other information required by the RFP to be placed in this volume.

L.2.2 Volume II Technical Factor:

L.2.2.1 Experience (Sub-Factor 1)

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The Offeror shall discuss its prior experience within three years of the date of this RFP, in providing Total Package Fielding services which are the same or similar to the requirements in this solicitation. Specifically, the Offeror shall focus its proposal on prior Experience in the following areas:

1. Total Package Fielding of major Army Weapon Systems
2. TPF Warehousing Operations
3. TPF Logistics Automation
4. Programatic Support

Regarding prior experience, the Offeror shall provide the following:

1. Contract Number
2. Contract Performance Period
3. Type of Services Provided
4. Government or Commercial contracting activity and the name, telephone number and email address of the Procuring Contracting Officer (or equivalent for a Commercial contract).
5. Describe the relevance of the prior experience to the requirements of this solicitation and to the Offerors proposed Technical Approach.
6. Provide the Scope of Work from the Contract or Delivery/Task Order to support the extent of Relevance discussed in paragraph above.

L.2.2.2 Personnel (Sub-Factor 2)

L.2.2.2.1 Proposal Preparation and Evaluation Assumptions

For proposal preparation and evaluation purposes under the Personnel Sub-Factor, Offerors shall assume the following:

a. Total Package Fielding Level of Effort (LOE)

<u>Contract Years</u>	<u>Approximate Hours</u>	<u>Length of Period</u>	<u>Hours per Month</u>
Base Year	55,500	1 to 12 Months After Contract Award	4,625.00
Years 2 Through 5	515,000	13 to 60 Months After Contract Award	10,729.17
Total:	570,500		

b. The Government's projected skill mix for the base year and each of the four succeeding years is as follows:

<u>Skill</u>	<u>Base Year Approximate Hours</u>	<u>Base Year Approximate Hours per Month</u>	<u>Each Succeeding Year Approximate Hours</u>	<u>Each Succeeding Year Approximate Hours per Month</u>
Program Manager	1,900	158.33	3,862.50	321.88
Team Leader/Logistics	5,640	470.00	12,875.00	1,072.92
Team Leader/Fielding	3,760	313.33	9,260.50	771.69
Logistician	18,800	1,566.67	43,775.00	3,647.92
Warehouser	5,650	470.83	12,875.00	1,072.92
Fielders	18,800	1,566.67	43,775.00	3,647.92
System Analyst	950	79.17	2,327.00	193.92
Total	55,500	4,625.00	128,750.00	10,729.17

c. Annual Skill Mix: The Offeror shall propose the same labor skill mix and corresponding ratio of hours for each of the five contract years.

L.2.2.2.2 Personnel Sub-Factor proposal preparation.

L.2.2.2.2.1 Level Of Effort (LOE) Personnel

The Offeror shall identify its proposed skill mix and labor hours for the 55,500 estimated LOE hours in the base year of the contract (consistent with the assumption in L.2.2.2.1(b) above). The Government will assume that skill mixes and ratio of hours for the succeeding years will be identical to the base year. The labor skill mix will be comprised of the various job titles the Offeror

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considers appropriate for staffing the kinds of tasks described in Section C of this RFP.

The Government has identified above the personnel skills it considers superior (see the assumption in L.2.2.2.1(b) above), along with the hours per skill, which the Government anticipates will be required during performance of the Contract (see the assumption in L.2.2.2.1(a)). To the extent the Offerors proposed skill mixes and hours per skill vary from the above government assumptions, the Offeror shall describe the basis for the variance and substantiate how the alternate mix of skill and/or hours per skill will result in successful performance of the Contract on the Annual Labor Skills Matrix, Attachment 001 in Section J.

The Offerors Personnel proposal shall be structured similar to the following example:

- Base Year: (55,500 Hours)
- Position: Program Manager, 1,900 annual hours; Minimum Positional Qualifications include:
 - a. 15 years or more experience of Army service type contracts.
 - b. 10 years or more experience directly managing Army service type contracts.
 - c. 5 years or more experience directly managing logistics services.
 - d. A graduate of a 4 year accredited college program or extensive military background with Army Logistics systems.
- Position: Team Lead/Chief (Logistics), 5,640 annual hours; Minimum Positional Qualifications include:
 - a. 10 years or more experience with Army Logistics Systems.
 - b. 5 years or more supervisory experience of a staff of logisticians and logistics specialists in TPF.
 - c. 7 years or more experience with TPF or a strong military background with knowledge of TPF.
- Position: Team Lead/Chief (Fielding), 3,760 annual hours; Minimum Positional Qualifications include:
 - a. 10 years or more experience with Army Fielding Systems.
 - b. 5 years or more supervisory experience of a staff of fielders in TPF.
 - c. 7 years or more experience with TPF or a strong military background with knowledge of TPF.
- Position: Logistician, 18,800 annual hours; Minimum Positional Qualifications include:
 - a. 7 years or more experience with Army Logistics Systems.
 - b. 5 years or more experience with TPF or a strong military background with knowledge of TPF.
- Position: Warehouser, 5,640 annual hours; Minimum Positional Qualifications include:
 - a. 7 years or more experience with Army Warehouse operations.
 - b. 5 years or more experience with TPF or a strong military background with knowledge of TPF.
- Position: Fielder, 18,800 annual hours; Minimum Positional Qualifications include:
 - a. 5 years or more experience with TPF or a strong military background with knowledge of TPF.
- Position: System Analyst, 950 annual hours; Minimum Positional Qualifications include:
 - a. 5 years or more computer experience with state of the art software, hardware, and networking.
 - b. Bachelor degree or equivalent in computer science or related field.
 - c. 7 years or more experience in systems analysis.

In the event of selection for contract award, the Offerors proposed Minimum Positional Qualifications will be incorporated into the resulting contract.

L.2.2.2.2.2 Program Manager/Team Leaders and any other key personnel.

L.2.2.2.2.2.1. The Offeror shall provide a Job Description for the proposed Program Manager, Team Leader (Logistician and Fielding) and any other key positions, to include minimum position qualifications. The Offeror shall identify the individual proposed to fill the Program Manager position and discuss the extent to which the proposed candidate is capable, based on qualifications and recent/relevant experience, to both satisfy the minimum positional qualifications and to lead the Offerors organization to successful accomplishment of solicitation requirements and objectives. The Offeror shall submit a resume for the individual who will be Program Manager. The resume of the Program Manager shall be provided by the Offeror in its own corporate format.

The proposed Program Manager shall sign his/her respective resume certifying the accuracy of the information contained therein. The following information shall be included in the resume:

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Name, years of experience, Education, training, unique or special qualifications, current level of security clearance, positions held, tenure with the company, identification as current or pending employee, and identification as to whether they work (or will work) for the Offeror or a subcontractor. Include dates, degrees and respective colleges or universities for education completed. NOTE: If the individual is a pending employee, a signed Commitment Agreement (agreement to work and agreed upon salary) between the individual and the Offeror must be inserted behind the resume of the subject individual.

The Offeror shall identify the extent to which the Program Manager will perform on a full time or part time basis (if part time, identify the percentage of time consistent with the estimated cost in the Offerors Cost proposal.

L.2.2.2.2.3 Verification of Job Applicant Information.

The Offeror shall provide its proposed approach for credibly verifying candidate employee resume information.

L.2.3 Cost (Volume III)

Consistent with the estimated costs and fee identified in Section B of the solicitation, the Offerors Cost Volume shall include substantiating information (non-certified), supporting the realism of the estimated cost and fee, in sufficient detail for the Government to evaluate the estimated costs per the applicable criteria in Section M. After proposal submission, the Government reserves the right to request more detailed cost information if necessary.

L.2.3.1 Proposal Preparation and Evaluation Assumptions

For proposal preparation and evaluation purposes, Offerors shall assume the following:

a. Total Package Fielding Level of Effort

<u>Contract Years</u>	<u>Approximate Hours</u>	<u>Length of Period</u>	<u>Hours per Month</u>
Base Year Years 2 Through 5	55,500 515,000	1 to 12 Months After Contract Award 13 to 60 Months After Contract Award	4,625.00 10,729.17
Total:	570,500		

b. The Offeror's pricing of the level of effort hours in the Cost Area proposal shall track directly with the proposed personnel staffing approach positions, minimum personnel qualifications and projected hours per position as identified in the Offerors Personnel proposal under Technical Subfactor 2.

c. The Offeror shall assume, for submitting their proposal, the same labor skill mix and corresponding ratio of hours for each of the five contract years. Hourly labor rate escalation is the only change that may be made between contract years.

d. Other Direct Costs (Travel): Offerors shall assume Other Direct Costs for Travel of \$1.5 million for the Base Year and each succeeding Year.

L.2.3.2 Realism and Reasonableness: The consistency of the proposal cost data with the Offerors Technical Volume reflects on the Offerors understanding of the work required and the Offerors ability to perform according to the statement of work of the contract. Any apparent inconsistency between the promised performance and cost must be explained. The Offerors cost volume shall also identify: (a) any business judgments applied and the mathematical or other methods used in the estimate and (b) the nature and amount of any contingencies or adjustments included in the proposed cost amounts.

L.2.3.3 Presentation of Cost Data. The Offeror shall submit a separate cost element breakdown in support of the proposed cost and fee for the base year and each of the succeeding years. Each such breakdown shall use the format described below to support each element of cost. The cost breakdown must be consistent with the Offerors cost accounting system.

Cost and all elements of cost are to be stated in United States (U.S.) dollars only, for both the prime Contractor and any potential subcontractors. The Offeror shall state the exchange rate (if applicable) being used to convert any currency to U.S. dollars.

These instructions are not intended to exclude other data. Offerors are encouraged to submit any other cost and financial information they believe would be helpful in the evaluation of their cost proposal.

L.2.3.4 Deliverable Labor Hours

L.2.3.4.1 Deliverable Direct Labor hours (prime): Show direct labor hours by the appropriate direct labor category you propose. Include

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supporting documentation showing the development and rationale for the proposed hours. Show the total proposed direct labor costs. This should be a time-phased breakdown of labor hours and cost by appropriate major labor categories. Show the direct labor rates used in the time-phased breakdown, by labor category. Fully explain the basis of the proposed direct labor rates and any escalation used.

L.2.3.4.2 Deliverable Direct Labor hours (subcontractors): For subcontracted labor, include services to be performed by other than the Offeror, in accordance with the Offerors requirements. (Note: the Offeror should consider level-of-effort subcontracting for significant subcontract service efforts, if appropriate.) If there are any subcontractors, whose direct labor forms a part of the annual deliverable hours, the Offeror shall provide cost data from the subcontractor equivalent to that required of the Offeror. If the prospective subcontractor is unwilling to provide such information to the Offeror, the data may be submitted directly to the PCO. The same kind of cost data shall be provided for inter-organizational transfers, regardless of dollar value, except the Offeror need not provide its evaluation of such cost data.

L.2.3.4.3 Should the Offeror (to include both the prime Offeror and any subcontractors) include Clerical, Secretarial, Contract Administration and subcontractor administration effort under the Direct Labor Category rather than as an Indirect Cost, the hours allocated for Clerical, Secretarial, Contract Administration and subcontractor administration hours shall be in addition to the hours set forth in the base year and the hours set forth in the succeeding years. Regarding Level-of-Effort (LOE), for the contractors information, by the use of the term "LOE hour, the Government means an hour of direct effort type or equivalent (that is, those that bring results-oriented, value added to the Contract), as opposed to the Clerical, Administrative Support or Secretarial type (those generally geared more towards format, rather than content). Clerical or Support personnel are often charged to a general overhead pool, and this is perfectly acceptable. For those Offerors who directly charge non-LOE hours (i.e., secretarial, clerical, contract administration and subcontractor administration hours), the contracted-for deliverable hours in Section B, CLIN 0001 and B.X, and H.X, will be increased to include the non-LOE hours. This applies for both evaluation and award purposes.

L.2.3.4.4 Labor Rate Substantiation

For each proposed Level of Effort and Key Personnel position, the Offeror shall provide an analysis substantiating that the total proposed compensation for that position is sufficient to allow the Offeror to hire personnel possessing the minimum qualification cited by the Offeror within the Personnel Sub-Factor of the Technical Factor.

L.2.3.5 Other Direct Costs: List all other direct costs (in addition to Travel) which are not otherwise included in the categories described above (such as, computer and consultant services) and provide the basis for pricing.

L.2.3.6 Indirect Costs: The method of computation and application of indirect costs will provide a basis for evaluation of the reasonableness of proposed rates and rates used. Show the proposed amounts for burden, including fringe benefits, if appropriate. The proposed material overhead, if appropriate, should be shown separately. For General and Administrative (G&A) costs, show the proposed allocation base and proposed G&A amount. If the award of this Contract will have a significant impact upon the Offerors business volume, the effects of those changes upon the pool and bases are to be identified and discussed.

L.2.3.7 Profit/Fee: The Offeror shall identify the amount proposed for profit or fee.

L.2.3.8 Cost Accounting System: The Offeror is to provide evidence that its accounting system is capable of tracing and segregating cost data in sufficient detail to administer a cost reimbursement-type contract. This evidence may include a letter from either Defense Contract Management Agency (DCMA) or Defense Contract Audit Agency (DCAA) stating that the Offeror has an acceptable accounting system for this type of contract. In those cases where the Offeror does not currently have a DCMA or DCAA approved accounting system, the Offeror shall describe what action it has taken to obtain DCMA or DCAA approval of its accounting system prior to Contract award.

L.2.4 PAST PERFORMANCE Factor (Volume 4)

L.2.4.1 The Offeror shall submit, for both the prime Offeror and any significant major subcontractors, a description of all previous (a) Government contracts (all prime and significant major subcontracts), including Federal, State and Local Government and (b) Commercial private industry contracts, which were received or were in performance within the past three (3) years Government (18 months for non-Government Commercial Contracts)(from the date of this RFP), and which are in any way relevant to the effort required by this solicitation as defined below. Significant major subcontractors are defined as subcontracts whose total contribution is expected to exceed 10% of the work ultimately performed under the contract.

L.2.4.2 Recent Contracts: Recent contracts are those with performance taking place approximately within approximately three years of the date this solicitation was issued.

L.2.4.3 Relevant Contracts: Relevant contracts are those which are similar in scope to the requirements of the solicitation. Each past contract does not have to meet all of the criteria below to be considered relevant, but we will be particularly interested in those contracts that include the following scopes of work:

- a. Total Package Fielding of Major Army Weapons Systems
- b. TPF Warehouse Operations

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c. TPF Logistics Automation

d. Programmatic Support

L.2.4.4 What to Submit on Your Relevant Past Contracts. For each of your recent relevant past contracts you should provide the following items of information:

L.2.4.5 Description of scope of work requirements and a discussion of similarities between the past/prior contract scope(s) and the scope of this solicitation as it applies to Total Package Fielding.

L.2.4.6 Description of objectives achieved to date on prior contracts as it applies to Total Package Fielding.

L.2.4.7 Past Performance Questionnaire: For the contracts submitted, the Offeror shall send a copy of the Past Performance/Experience Questionnaire (Section J, Attachment 002) directly to the appropriate Contracting Officer Representative (COR), PCO and relevant customers. The Offeror shall request the COR, PCO and Customer complete the questionnaire and forward it to the Government at the following address no later than ten (10) days before the solicitation closing date (see block #9 of RFP).

OUTSIDE ENVELOPE: Commander
US Army Tank-automotive and Armaments Command
6501 East 11 Mile Road
Exclusively for: Thomas Michelin
AMSTA-AQ-AHLA
Warren, MI. 48397-5000

INNER ENVELOPE: RFP W56HZV-06-R-0079
PAST PERFORMANCE SOURCE SELECTION INFORMATION

For any government contracts that did not meet original requirements with regard to, Cost, Schedule or Performance, include an explanation of instances where technical or schedule requirements were not met and any corrective actions taken to avoid such problems in the future. Provide a copy of any cure notices or show because letters received on each contract. List each time the delivery schedule was revised and explain why the revision was necessary.

L.2.4.8 In addition, the Offeror shall prepare and submit to the PCO (within thirty (30) days of receipt of the RFP) a list of the references to whom the past performance questionnaire was sent. The reference list shall contain the following information prepared in the following format:

1. Contract No./Delivery/Task Order
2. Contract/Delivery Order/Task Type
3. Program Title, including a brief (50 words or less) description of the work performed.
4. P/S (Enter P if performed as a prime contractor or S if performed as a subcontractor.
5. Contract dollar value at time of award, present time or completion time as appropriate.
6. Percentage of the effort performed as a prime or subcontractor.
7. Total number of man-hours worked as a prime or subcontractor.
8. Point of Contact and Telephone Number, e-mail (PM/PCO/ACO/COR).
9. Date questionnaire sent to the PCO/Program Manager/COR/Customer

L.2.4.9 Corporate Entities: If any contract listed in L.2.4.7 was performed by a corporate entity or division other than the corporate entity or division that would perform work under the instant RFP, please identify them and indicate to what extent those entities will perform this effort. If they have relocated or changed ownership since performance of the listed efforts, please describe any changes in the terms of personal, facilities, or equipment, from those expected to perform this effort.

L.2.4.10 Key Personnel: Offerors that are either (a) newly formed entities without prior contracts; or (b) who have limited or no recent relevant past performance, but have key personnel who will be playing a significant role in this contract performance and who have had significant and similar responsibilities in conjunction with recent, relevant contracts or subcontracts with a previous employer, may submit this key personnel prior experience and the Government may consider this experience in our evaluation of performance risk. In order for us to consider such experience, please identify these key personnel, their role and responsibilities for their previous employer and their roles and responsibilities as planned for the current requirement. In addition, please provide similar information to that identified in L.2.4.7 for those contracts that these key personnel were involved in with those previous employers.

L.2.4.11 Predecessor Companies: Likewise, if you or a significant subcontractor only has relevant and recent performance history as a part of a predecessor company, we may consider that past performance in our evaluation of performance risk. Please provide the information identified in L.2.4.7 for those relevant contracts of that predecessor company.

L.2.4.12 What to Submit on Your Subcontractor's Past Contracts. If you propose to subcontract any significant effort, provide

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information listed in L.2.4.8 above about your subcontractor's past contracts. Include the written consent of your proposed subcontractor to allow the government to discuss the subcontractor's past performance during negotiations.

L.2.4.13 Information on Cancellations and Terminations. You shall identify any prime contracts, contracts under which you were a subcontractor, and any of your subcontractors' contracts, that were or are in the process of being cancelled or terminated, by the government or the prime contractor, in whole or in part, for any reason, during the recent three year time frame as defined in paragraph L.2.4.1. You shall provide the information requested in paragraph L.2.4.7 above for any of these contracts. You shall also state in your proposal if there were no cancellations or terminations.

L.2.4.14 We may use data you provide and data we gather from other sources to evaluate past performance. Since we may not interview all the sources you provide, it is incumbent upon you to explain all the data you provide. We do not assume the duty to search for data to cure problems we find in proposals. The burden of providing thorough and complete past performance information remains with you. We may assign a higher risk rating to your proposal, or reject your proposal if it does not contain the information requested.

L.2.5 Volume III Contract Volume.

In this volume, Offerors will provide:

- a. The Standard Form 33 (SF 33) cover page signed by a person authorized to sign proposals on behalf of the Offeror. Include completed fill-ins of SF 33 blocks 12, 13, 15A, 15B, 16, 17, and 18.
- b. One copy of this solicitation (Sections A-K) with all fill-ins completed.
- c. An affirmative statement that the Offeror proposes to meet all the requirements of RFP Section C, without exception.
- d. Any other information required by the solicitation.

*** END OF NARRATIVE L 001 ***

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SECTION M - EVALUATION FACTORS FOR AWARD

	Regulatory Cite	Title	Date
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990

SECTION M

EVALUATION CRITERIA FOR AWARD

M.1 General: The Government plans to award a single contract subject to the provisions contained herein. The evaluation of proposals submitted in response to this solicitation shall be conducted on a source selection basis utilizing a "tradeoff" process to obtain the best value to the Government. The Government will weigh the evaluated proposal (other than the Cost Area) against the evaluated cost to the Government. As part of the tradeoff determination, the relative advantages and/or disadvantages of each proposal's non-cost areas and the total evaluated most probable cost (and fee) shall be considered in selecting the offer that represents the best overall value to the Government.

M.2 Contractor Responsibility and Eligibility for Award

M.2.1. We will award a contract to the Offeror that:

- (1) Represents the best value to the Government, and
- (2) Submits a proposal that meets all the material requirements of this solicitation, and
- (3) Meets all the responsibility criteria at FAR 9.104.

To make sure that you meet the responsibility criteria at FAR 9.104, we may:

- (1) Arrange a visit to your facilities and perform a necessary pre-award survey, or
- (2) Ask you to provide financial, technical, production, or managerial background information

If you do not provide us with the data we require within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you non-responsible.

If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your proposal available for our team to review.

M.3. Rejection of Offers:

M.3.1. Offerors must carefully read, understand and provide all the information requested in the Proposal Preparation Instructions contained in Section L. If there are parts of the Section L instruction you do not understand, request clarification from the Contracting Officer. Some circumstances that may lead to the rejection of a proposal are:

a. The proposal fails to meaningfully respond to the Proposal Preparation Instructions specified in Section L of this solicitation. Examples of failure to meaningfully respond include:

- i. When a proposal merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms and does not provide support and elaboration as specified in Section L of this solicitation.
- ii. A proposal fails to provide any of the data and information required in Section L.
- iii. A proposal provides some data but omits significant material data and information required by Section L.
- iv. A proposal merely repeats the contract Scope of Work without elaboration.

b. Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks involved in the RFPs requirements due to submission of a proposal which is unrealistically high or low in cost and/or price and/or unrealistic in terms of technical or schedule commitments.

c. Contains any unexplained significant inconsistency between the proposed effort and cost and/or price, which implies the Offeror has

- (1) An inherent misunderstanding of the scope of work, or
- (2) An inability to perform the resultant contract.

d. Is unbalanced as to cost or price. An unbalanced offer is one that is based on costs or prices significantly high or low for one given period versus another period. There must be a direct relationship between the effort expended and its cost or price for each

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basic and succeeding year.

e. Is unaffordable.

f. Offers a product or service that does not meet all stated material requirements of the solicitation.

M.4 Evaluation and Source Selection Process

M.4.1 Evaluation Process: Selection of the successful Offeror shall be made following an assessment of each proposal, based on the response to the information called for in Section L of this RFP and against the solicitation requirements and the evaluation criteria described in Section M herein. Proposals will be evaluated as specified herein, to include developing narrative support for the evaluation conclusions under each Factor and Subfactor. The Government reserves the right to reject offers, in accordance with solicitation provision Rejection of Offers above.

M.4.2 Source Selection Authority: The Source Selection Authority (SSA) is the official designated to direct the source selection process and select the Offeror for contract award.

M.4.3 Source Selection Evaluation Board (SSEB): A SSEB has been established by the Government to evaluate proposals in response to this solicitation. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in accordance with the Evaluation Criteria for this solicitation. Careful, full and impartial consideration will be given to all proposals received pursuant to this solicitation, as well as the evaluation of such proposals.

M.4.4 Award Without Discussions: This RFP includes FAR Provision 52.215-1 Instructions to Offerors - Competitive Acquisition in Section L which advises Offerors that the Government intends to make award without conducting discussions. Where award will be made without discussions, exchanges with Offerors are limited to Clarifications as defined in FAR 15.306(a). Therefore, the Offerors initial proposal should contain the Offeror's best terms from a technical, delivery and price standpoint. However, under FAR 52.215-1, the Government reserves the right to hold discussions, if necessary.

M.4.5 Importance of Cost: All the factors contained in each proposal will be evaluated. However, the closer the Offerors' evaluations are in the non-cost/price factors, the more important the cost/price becomes in the decision. Notwithstanding the relative order of importance of the Evaluation Areas as stated in Section M herein, Cost may be controlling when:

- a. Proposals are otherwise considered approximately equal in non-cost/price areas; or
- b. An otherwise superior proposal is unaffordable; or
- c. The advantages of a higher rated, higher cost/price proposal are not considered to be worth the cost/price premium.

M.4.6 Proposal and Performance Risks: For the purpose of evaluation of proposals in response to this RFP, proposals shall be evaluated in terms of both proposal risk and performance risk as follows:

M.4.6.1 Proposal Risks: Proposal Risks are those risks associated with an Offeror's proposed approach in meeting the Government Requirements. Proposal Risk is assessed by the Source Selection Evaluation Board (SSEB) and is integrated into all non-cost evaluations except the ratings for Experience and Past Performance.

M.4.6.2 Performance Risks: Performance Risks are those risks associated with the probability that an Offeror will not successfully perform the solicitation requirements as indicated by that Offeror's record of experience and past performance. Performance risk will be assessed by the Source Selection Evaluation Board (SSEB) under the Past Performance Factor and the Technical Subfactor of Experience.

M.4.7 Source Selection Trade-Off Process: This solicitation represents a Best Value acquisition using a Source Selection Trade-Off process. As such, the Source Selection Authority, in making the final Source Selection Trade-Off judgment, will weigh the merits of the non-cost/price factors, against the evaluated cost/price in arriving at the final Source Selection decision. As part of the tradeoff determination, the relative strengths/weaknesses and risks of each Offeror's proposal in the non-cost/price factors as well as the total evaluated cost/price shall be considered in selecting the offer which is most advantageous and represents the best value to the Government. This determination may result in award to other than the Offeror with the lowest evaluated cost/price.

M.4.8 Evaluation Criteria

- a. Evaluation Areas: The three Evaluations Factors are:
 - (1) Technical
 - (2) Cost
 - (3) Past Performance
- b. The Technical Factor is most important and is approximately equal in importance to the combination of the Cost and Past Performance. The Cost Factor is more important than the Past Performance Factor. Additionally, as required to be defined by FAR 15.304(e), the non-Price Factors of Technical and Past Performance, when combined, are significantly more important

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than the Factor of Cost.

The Factor of Technical is sub-divided into Sub-factors. The order of importance of these Sub-factors is described below.

M.4.8.1 Technical Area: The Technical Factor includes two Sub-factors. The Sub-factor of Experience is most important and is slightly more important than the Sub-factor of Personnel. The Technical Area will be evaluated as follows:

M.4.8.2 Sub-factor 1 - Experience

M.4.8.2.1 The Experience Sub-factor will assess the performance risk probability that the prime Offeror, and any proposed significant subcontractors will, based upon the extent and relevance of recent experience, applicable to the Offerors proposed performance approach, not successfully perform the Section C scope of work requirements of the RFP.

Highly relevant experience will generally include the following:

1. Total Package Fielding of Major Army Weapon Systems
2. TPF Warehousing Operations;
 - a. Shipping and receiving of TPF assets,
 - b. Accountability and inventory of TPF assets.
3. TPF Logistics Automation.
 - a. Maintaining customer records and databases pertaining to requisitioning issue and receipt of TPF material.
4. Programmatic Support

M 4.8.2.2 Each Offeror must identify any specific experience (either its own or that of any subcontractors) it wishes the Government to consider in evaluating its proposal. Please note, however, that any such experience must be reflected in the Offerors proposed approach to performance in other Factors or Subfactors of this evaluation. If it is not, the identified experience will be discounted accordingly.

M.4.8.3 Sub-factor 2 - Personnel

The Government will evaluate the Offerors Personnel proposal based on the following:

1. The extent to which the Offerors proposed minimum personnel qualifications and hours per position for Key Personnel credibly reflect the experience, knowledge and skill sets necessary to ensure the availability of superior personnel to perform the Total Package Fielding Contract. Minimum personnel qualifications will generally be assessed as superior where they include the following:

- a. Program Manager Full Time 1,900 hours
 - (1) 15 years or more experience of Army service type contracts.
 - (2) 10 years or more experience directly managing Army service type contracts.
 - (3) 5 years or more experience directly managing logistics services.
 - (4) A graduate of a 4 year accredited college program or extensive military background with Army Logistics systems.
- b. Team Leader/Logistics Full Time 5,640 hours
 - (1) 10 years or more experience with Army Logistics systems.
 - (2) 5 years or more supervisory experience of a staff of logisticians and logistic specialists in TPF.
 - (3) 7 years or more experience with TPF or a strong military background with knowledge of TPF.
- c. Team Leader / Fielding Full Time 3,760 hours
 - (1) 10 years or more experience with Army Fielding systems.
 - (2) 5 years or more supervisory experience of a staff of fielders in TPF.
 - (3) 7 years or more experience with TPF or a strong military background with knowledge of TPF.

2. The extent to which the Offerors proposed minimum personnel qualifications and hours per position, credibly reflect the experience, knowledge and skill sets necessary to ensure the availability of superior personnel to perform the Total Package Fielding Contract. Minimum personnel qualifications will generally be assessed as superior where they include the following:

- a. Position: Logistician 18,800 hours
 - (1) 7 years or more experience with Army Logistics systems.

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(2) 5 years or more experience with TPF or a strong military background with knowledge of TPF.

b. Position: Warehouser 5,640 hours

(1) 7 years or more experience with Army Warehouse operations.

(2) 5 years or more experience with TPF or a strong military background with knowledge of TPF.

c. Position: Fielder 18,800 hours

(1) 5 years or more experience with TPF or a strong military background with knowledge of TPF.

d. Position System Analyst 950 hours

(1) 5 years or more experience with state of the art software, hardware and networking.

(2) Bachelor degree or equivalent in computer science or related field.

(3) 7 years or more experience in systems analysis.

3. The extent to which the Offeror has reduced the risk of unsuccessful initial performance, under the Total Package Fielding Contract by credibly identifying the personnel proposed to serve as the Program Manager. This includes an assessment of the extent to which proposed personnel:

a. Satisfy the Offeror's minimum personnel qualifications, and

b. Is available to perform consistent with the proposed staffing approach for the position (full time; part time, etc.)

4. The risk of the Offerors approach for verifying/certifying a job applicants asserted background, knowledge and experience, as reflected in an applicants resume, successfully resulting in the hiring of personnel who legitimately satisfy the Offerors minimum personnel qualifications.

M.4.8.4 Cost Area

M.4.8.4.1 The Cost Area evaluation will assess the total most probable cost and fee, to the Government, to include the reasonableness and realism of all proposed cost elements and proposed fee. For the purpose of this evaluation, the Government will assess the total most probable cost (and proposed fee) to the Government, for the 570,500 level of effort hours identified within RFP Section B.

M.4.8.4.2 Cost Reasonableness and Cost Realism: The Cost Area evaluation will include assessments of Cost Reasonableness and Cost Realism as follows:

M.4.8.4.3 Cost Reasonableness: The Government shall evaluate the cost reasonableness of the Offeror's proposed cost and fee in accordance with the definition in FAR 31.201-3. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.

M.4.8.4.4 Cost Realism: The Government shall evaluate cost realism by independently reviewing and evaluating the specific elements of the Offeror's proposed cost estimates to determine whether the proposed cost (to specifically include the level of effort skill mix for all deliverable hours proposed by the Offeror) is both (a) realistic to meet the Total Package Fielding requirements and objectives, and (b) accurately reflects the Offeror's proposed effort for meeting these requirements and objectives. The result of the realism evaluation will be a determination of the most probable cost of performance to the Government for achieving requirements and objectives. The most probable cost will be determined by adjusting the Offeror's proposed cost, to reflect any additions or reductions to cost elements, based on the results of the cost realism analysis. The most probable cost may differ from the proposed cost. The most probable cost plus proposed fee, rather than the proposed cost and proposed fee, shall be used in the trade-off evaluation to determine best value.

M.4.8.5 Past Performance Factor

The Past Performance Factor will be evaluated as follows:

a. The assessment of Past Performance will be based on the Offeror's and significant subcontractors' record of contract performance within approximately the last 3 years, as it relates to the probability that the Offeror will not successfully accomplish the required effort. When addressing performance risk, the Government will focus its inquiry on the Offeror's and major subcontractors' record of performance as related to program requirements including (1) technical, (2) delivery, (3) cost estimating, and (4) business relations/customer satisfaction.

b. Significant achievements, problems, or lack of relevant data in any element of the work can become an important consideration in the source selection process. The existence of negative prior performance findings may result in a rating, which reflects elevated performance risk. Offerors without a record of relevant Past Performance, upon which to base a meaningful performance risk prediction, will be rated as "Unknown Risk", which is neither favorable nor unfavorable.

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- c. In evaluating each Offeror's performance history, the Government will look at the Offeror's delivery performance, and that of any significant subcontractors, against the contracts original delivery schedule unless the delay was Government caused. Schedule extensions that were the fault of the Offeror, or a proposed Subcontractors fault, even if consideration was provided, will be counted against the Offeror. The Government will also evaluate general trends in past performance, including demonstrated corrective actions.
- d. Additionally, the Offeror may be evaluated based on other internal Government or private source information. While the Government may elect to consider data obtained from external sources other than the proposal, the burden of providing thorough and complete past performance information rests with the Offeror.
- e. A significant achievement, problem or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall high-risk rating. Therefore, Offerors are reminded to include all relevant past efforts, including any demonstrated corrective actions, in their proposal.
- M.4.8.6 Contractor's Accounting System: In order to be eligible for an award, the Offeror (prime and sub-contractors) must have a Cost Accounting System capable of supporting a Government cost-reimbursement type contract.

*** END OF NARRATIVE M 001 ***

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO 0009 B. EXHIBIT: A C. CATEGORY: Other
D. SYSTEM/ITEM: Total Package Fielding E. CONTRACT/PR NO.: W56HZV06R0079 F. CONTRACTOR:

1. DATA ITEM NO. A001 2. TITLE OF DATA ITEM: Performance and Cost Report
3. SUBTITLE:
4. AUTHORITY (Dt of Acq Document No.) DI-FNCL-80912
5. CONTRACT REFERENCE: 6. REQUIRING OFFICE: SFAE-GCS-CS-L
7. DD250 REQ: LT 8. APP CODE: 9. DIST. STATEMENT REQUIRED: 10. FREQUENCY: Monthly
11. AS OF DATE: 12. DATE OF FIRST SUB: 45 DADC 13. DATE OF SUBS.SUB: See Block 16

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
	USA TACOM, ATTN: SFAE-GCS-CS-L/Marian Tabatcher, Warren, MI 48397-5000 Email Address: Marian.Tabatcher@us.army.mil	One		One
	USA TACOM, ATTN: SFAE-GCS-CS-Stan Kulczycki, Warren, MI 48397-5000 Email Address: Stan.Kulczycki@us.army.mil	One		One
	USA TACOM, ATTN: AMSTA-AQ-AHLA/Thomas Michelin, Warren, MI 48397-5000 Email Address: Thomas.Michelin@us.army.mil	One		One
		15. TOTAL:	Four	Four

16. REMARKS:

- Block 12: One copy electronically submitted to the above email addresses in Block 14 45 days after contract award.
- Block 13: Following submissions to follow every 30 days thereafter.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Thomas Michelin
H. DATE: 11 January 2006

I. APPROVED BY: //SIGNED//
J. DATE: 11 January 2006

DATA ITEM DESCRIPTION

Title: Performance and Cost Report

Number:	DI-FNCL-80912	Approval Date:	19891006
AMSC Number:	A4845	Limitation:	Not Applicable
DTIC Applicable:	Not Applicable	GIDEP Applicable:	Not Applicable
Office of Primary Responsibility:	A/MICOM		
Applicable Forms:	Not Applicable		

Use/Relationship:

This Data Item Description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract. This DID supersedes DI-F-1208A.

Requirements:

Format: The Performance and Cost Report format shall be contractor selected. Unless effective presentation would be degraded, the initially used format arrangement shall be used for all subsequent submissions

Content: The Performance and Cost Report shall contain the following:

- a. Man-Hours: Total man-hours expended by technical categories or program tasks, cumulative total man-hours to date, and percentages of total man-hours spent to date. State whether or not remaining hours are sufficient to complete all tasks.
- b. Funds: Total funds expended, by task, for the month; cumulative total funds spent to date; and percentage of total contract funds spent to date. State whether or not remaining funds are sufficient to complete all tasks.
- c. Work Completion: Percentage of work completed, by tasks during the month, and cumulative percentage of total contract work completed to date.
- d. Significant Accomplishments: A summary of significant contract accomplishments completed during the report period covered, and a summary of work to be accomplished during the next reporting period.
- e. Problems/Corrective Actions: A statement of significant problems encountered and corrective actions taken or recommended for this reporting period.
- f. Travel: A listing of trips made during the reporting period in conjunction with fulfilling the requirements of this contract. This listing shall state where and when the trip was made, who was contacted, state the objectives of each trip, and the degree of accomplishment of each objective.

End of DI-FNCL-80912.

ATTACHMENT 001 - ANNUAL LABOR SKILLS MIX					
Job Title	Base Year	Year 2	Year 3	Year 4	Year 5
Program Manager					
Fielding Team Chief - Log					
Fielding Team Chief - Fielding					
Logistician					
Fielders					
Warehouser					
System Analyst					
Total	55,500	128,750	128,750	128,750	128,750

ATTACHMENT 002: PAST PERFORMANCE/EXPERIENCE QUESTIONNAIRE

Your assistance is requested in support of the Request for Qualification.

Please complete this Questionnaire and mail or send by facsimile [FAX (586) 574-8043] to:

To:

Desired Response Date:

When complete, the information on this form is SOURCE SELECTION SENSITIVE INFORMATION (41 U.S.C. 423) and shall be protected accordingly.

TO BE COMPLETED BY CONTRACTOR OFFEROR for RESULTS QVL REOPENING

1. CONTRACTOR'S NAME & ADDRESS:

4. CONTRACT NO.:

5. CONTRACT INITIATION DATE:

6. COMPLETION DATE:

7. CONTRACT VALUE:

8. TYPE OF CONTRACT:

2. OWNER'S NAME AND ADDRESS

Address:

3. PROJECT NAME

DESCRIPTION OF PROJECT'S KEY CHARACTERISTICS:

Please add a continuation page if additional space is necessary.

TO BE COMPLETED BY EVALUATING ORGANIZATION REPRESENTATIVE

10. EVALUATION:

a. EVALUATOR'S NAME: POSITION: ORGANIZATION:

b. EVALUATOR'S PHONE NUMBER: c. MONTHS PERFORMANCE MONITORED BY EVALUATOR:

Please circle the response code for each topic that best reflects your experience with this Contractor.

EX = Exceptional **VG** = Very Good **S** = Satisfactory **MG** = Marginal **US** = Unsatisfactory **NO** = Not Observed

A. **Quality of Products and Services** - Assess the Contractor's conformance to contract requirements.

EX **VG** **S** **MG** **US** **NO**

B. **Overall Performance** - Assess the Contractor's overall performance for the project.

EX **VG** **S** **MG** **US** **NO**

C. **Schedule** - Assess the timeliness of the Contractor against schedule of activities (as appropriate).

EX **VG** **S** **MG** **US** **NO**

D. **Technical Requirements** - Assess the Contractor's ability and capacity to fulfill the technical requirements of the contract.

EX **VG** **S** **MG** **US** **NO**

E. **Cost Control** - Assess the Contractor's willingness and ability to manage the contract budget and control costs.

EX **VG** **S** **MG** **US** **NO**

F. **Customer Satisfaction** - Assess the Contractor's responsiveness to customer concerns and "user friendliness" in ROUTINE matters.

EX **VG** **S** **MG** **US** **NO**

G. **Customer Satisfaction** - Assess the Contractor's responsiveness to customer concerns and "user friendliness" in UNEXPECTED DIFFICULTIES.

EX **VG** **S** **MG** **US** **NO**

H. **Repeat Business** -- Assess the likelihood that you would want this contractor to perform another contract for you in the near future.

EX **VG** **S** **MG** **US** **NO**

I. List Contractor's Weak Points:

J. List the Contractor's Strong Points: **NOTE: Should provide space after EACH question for comments - these provide much more value for the evaluator than simply the ratings.**

K. List any other projects this contractor has completed for you:

ATTACHMENT 1: ORGANIZATION'S PERFORMANCE QUESTIONNAIRE

CONTINUATION SHEET